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UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 MICHAEL GARCIA, SALENA GARCIA,  
AND R.G., a minor by and through her  
13 guardians Michael Garcia and Salena  
Garcia, on behalf of themselves and all  
others similarly situated,

14 Plaintiffs,  
15 v.  
16 ROBLOX CORPORATION,  
17 Defendant.

18 Case No. 2:25-cv-03476

**REQUEST FOR JUDICIAL  
NOTICE IN SUPPORT OF  
DEFENDANT ROBLOX  
CORPORATION'S MOTION  
TO DISMISS THE  
COMPLAINT**

Date: August 22, 2025  
Time: 1:30 p.m.  
Dept: 9B  
Judge: Judge Wesley L. Hsu

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1       Defendant Roblox Corporation (“Roblox”) respectfully requests that the Court  
2 take judicial notice of the following facts, documents and information pursuant to  
3 Federal Rule of Evidence 201, the incorporation by reference doctrine, and related  
4 authority. This request includes the following facts and items:

5       1.      The Roblox Terms of Use that Plaintiff R.G. accepted on May 22, 2023  
6 (“R.G. TOU”). A true and correct copy of the R.G. TOU is attached hereto as Exhibit  
7 1.

8       2.      The Roblox Privacy Policy incorporated by the R.G. TOU (“R.G. Privacy  
9 Policy”). A true and correct copy of the R.G. Privacy Policy is attached hereto as  
10 Exhibit 2.

11       3.      The Roblox Terms of Use that Plaintiff Michael Garcia accepted on  
12 October 24, 2024 (“M.G. TOU”). A true and correct copy of the M.G. TOU is attached  
13 hereto as Exhibit 3.

14       4.      The Roblox Privacy Policy incorporated by the M.G. TOU (“M.G.  
15 Privacy Policy”). A true and correct copy of the M.G. Privacy Policy is attached hereto  
16 as Exhibit 4.

17       5.      The Roblox Terms of Use that Plaintiff Salena Garcia accepted on  
18 November 6, 2024 (“S.G. TOU”). A true and correct copy of the S.G. TOU is attached  
19 hereto as Exhibit 5.

20       6.      The Roblox Privacy Policy incorporated by the S.G. TOU (“S.G. Privacy  
21 Policy”). A true and correct copy of the S.G. Privacy Policy is attached hereto as  
22 Exhibit 6.

23       7.      The complaint filed in Los Angeles County Superior Court on April 18,  
24 2025, captioned *Michael Garcia et al. v. Roblox Corporation*, case number  
25 25STCV11498, is attached hereto as Exhibit 7.

26                   **I. LEGAL STANDARD**

27       Generally, in resolving a motion to dismiss for failure to state a claim, the court  
28 may not consider materials outside the pleadings. *Lee v. City of Los Angeles*, 250 F.3d

1 668, 688 (9th Cir. 2001). Federal Rule of Evidence 201 provides that “[a] judicially  
2 noticed fact must be one not subject to reasonable dispute in that it is either (1)  
3 generally known within the territorial jurisdiction of the trial court or (2) capable of  
4 accurate and ready determination by resort to sources whose accuracy cannot  
5 reasonably be questioned.” Fed. R. Evid. 201(b). Pursuant to Federal Rule of  
6 Evidence 201, a court may take judicial notice of matters of public record, including  
7 administrative records and procedures. *Mack v. South Bay Beer Distrib.*, 798 F.2d  
8 1279, 1282 (9th Cir. 1986); *Coinstar, Inc. v. Coinbank Automated Systems, Inc.*, 998  
9 F.Supp. 1109, 1114 (N.D. Cal. 1998); *Mack v. South Bay Beer Distributors, Inc.*, 798  
10 F.2d 1279, 1282 (9th Cir. 1986) (on a motion to dismiss, a court may properly look  
11 beyond the complaint to matters of public record and doing so does not convert a Rule  
12 12(b)(6) motion to one for summary judgment), overruled on other grounds by *Astoria*  
13 *Fed. Sav. & Loan Ass’n v. Solimino*, 501 U.S. 104, 111, 111 S.Ct. 2166, 115 L.Ed.2d  
14 96 (1991).

15 Further, in considering a motion to dismiss the Court may consider materials  
16 referenced in a complaint, but which are not attached to the pleading, under the  
17 “incorporation by reference” doctrine. *Ronconi v. Larkin*, 253 F.3d 423, 427 (9th Cir.  
18 2001). This doctrine “permits a district court to consider documents ‘whose contents  
19 are alleged in a complaint and whose authenticity no party questions, but which are  
20 not physically attached to the pleading.’” *In re Silicon Graphics, Inc. Sec. Litig.*, 183  
21 F.3d 970, 986 (9th Cir. 1999) (quoting *Branch v. Tunnell*, 14 F.3d 449, 454 (9th Cir.  
22 1994)).

23 The Court must take judicial notice if “requested by a party and supplied with  
24 the necessary information.” Fed. R. Evid. 201(d).

## 25                   **II. ANALYSIS**

26 Judicial notice of documents, e.g., website terms and conditions, are proper  
27 where they are incorporated by reference in a complaint. For example, in *Williams v.*  
28 *Oberon Media, Inc.*, the court took judicial notice of a video game developer’s terms

1 and conditions because they were incorporated by reference in the complaint.  
2 *Williams v. Oberon Media, Inc.*, No. CV098764-JFW AGRX, 2010 WL 1644888 at  
3 \*1 (C.D. Cal. Mar. 4, 2010). The court considered the terms and conditions when  
4 ruling on the defendant's motion to dismiss. (*Id.*)

5 Plaintiffs extensively discuss in the Complaint, and therefore incorporate by  
6 reference, the Roblox Terms of Use and Privacy Policies. *See Pampena v. Musk*, 705  
7 F. Supp. 3d 1018, 1037 (N.D. Cal. 2023) (explaining that a document is incorporated  
8 by reference when the complaint "refers extensively to the document or the document  
9 forms the basis of the plaintiff's claim."). Indeed, the Complaint repeatedly references  
10 these documents. (Compl. ¶¶ 27, 29, 30, 31, 58, 80, 81). For example, Plaintiffs  
11 discuss the "General Terms of Service and Privacy Policy link" where users can view  
12 these policies. (*Id.*, ¶ 29). Plaintiffs further allege "Roblox's Privacy Policy (which  
13 most users, especially children, are unlikely to read) does disclose in broad terms that  
14 Roblox collects device identifiers, usage info, and may use it for improving services  
15 or safeguarding their users while in-game . . ." (*Id.*, ¶ 30). Plaintiffs do not dispute  
16 their acceptance of the TOU. (*See generally*, Compl.). In fact, Plaintiffs admit "it was  
17 R.G. herself (a child) who accepted terms." (*Id.*, ¶ 80). Plaintiffs Michael and Salena  
18 Garcia admit they created Roblox accounts, and therefore necessarily accepted the  
19 TOU. (*Id.*, ¶¶ 10, 11). Therefore, the accepted Roblox Terms of Use and Privacy  
20 Policies are judicially noticeable because they have been incorporated by reference  
21 into the Complaint.

22 Additionally, the requested facts and information from the Roblox Terms of Use  
23 and Privacy Policies are properly subject to judicial notice as they are "capable of  
24 accurate and ready determination" and their "accuracy cannot be reasonably  
25 questioned." Fed. R. Evid. 201(b). In *Mountain F. Enterprises, Inc. v. Wiarcom, Inc.*,  
26 the court took judicial notice of the defendant's terms and conditions because they  
27 were publicly available on the defendant's website and therefore "a matter of public  
28 record." *Mountain F. Enters., Inc. v. Wiarcom, Inc.*, No. 219CV02023JAMCKD,

1 2020 WL 1547442 at \*2 (E.D. Cal. Apr. 1, 2020). Here, the Terms of Use and Privacy  
2 Policies are publicly available on the landing page of Roblox's public website and via  
3 archived versions made available via services such as the Wayback Machine.<sup>1</sup>  
4 Therefore, these documents are judicially noticeable as matters of public record.

5 Lastly, the complaint filed by Plaintiffs in Los Angeles County Superior Court  
6 is judicially noticeable as a matter of public record. Courts may take judicial notice  
7 of the existence of pleadings filed in another court. *See GemCap Lending, LLC v.*  
8 *Quarles & Brady, LLP*, 269 F. Supp. 3d 1007, 1019 (C.D. Cal. 2017) (citing Fed. R.  
9 Civ. P. 201).

10 **III. CONCLUSION**

11 For the foregoing reasons, Roblox respectfully requests that the Court take  
12 judicial notice of Exhibits 1 through 7 identified above.

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14  
15 DATED: July 23, 2025

PROCOPIO, CORY, HARGREAVES &  
SAVITCH LLP

16 By: /s/ Elaine F. Harwell

17 Elaine F. Harwell  
18 Sean M. Sullivan  
19 Benjamin W. White

20 Attorneys for Defendant ROBLOX  
21 CORPORATION

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<sup>1</sup> See <https://www.roblox.com/> (last accessed July 22, 2025) and <https://web.archive.org/> (last accessed July 23, 2025).

# EXHIBIT 1

# Roblox Terms of Use

Apr 15, 2023, 5:00:08 AM

## Introduction

### Welcome to the Roblox universe, where imagination and creativity rule!

Roblox Corporation (“**Roblox**”) offers the Platform (the “**Platform**”) and various other features and services, like websites, applications and forums, in order to allow users to play, create and connect (the Platform and all of these various other features and services will collectively be referred to as the “**Services**”).

In order to maximize the experience of all users of the Services (“**Users**”), Roblox has established terms and conditions (collectively, the “**Roblox Terms**”) that apply to use of the Services by Users. These Roblox Terms may also be generally referred to as the “Terms of Use.”

Certain Roblox Terms may only apply to particular Services, so make sure to read and understand all of them. After all, these Roblox Terms are a legally binding agreement between Users and Roblox.

Lastly, these Roblox Terms use some words specific to the Platform, which are generally capitalized. Unless otherwise defined in these Roblox Terms, you can find definitions for Roblox-specific capitalized words in the [Roblox Dictionary](#).

#### 1. The Roblox Terms

To help get started, the following is a list of the Roblox Terms, as well as a brief description of what and who they cover:

- User Terms – The User Terms apply to all Users of the Services (including Creators) and provide an overview and the associated rules for things like (i) account creation, (ii) using Robux, (iii) trading Virtual Items, and (iv) activities prohibited on the Platform. The User Terms also cover some of the more technical legal terms that govern use of the Services, including intellectual property ownership, online safety, disclaimers and other very important legal terms.
- Creator Terms – The Roblox Creator Terms apply to Creators acting in their capacity as Creators and cover things like (i) using Roblox Studio, (ii) offering Experiences and Virtual Items, (iii) using

music on the Platform, (iv) activities prohibited on the Platform, and (v) more.

- DevEx Terms – The DevEx Terms apply to those Creators who have been accepted into the Developer Exchange/ Program (the “**DevEx Program**”) by Roblox and cover the terms of involvement in the DevEx Program.
- Roblox Community Standards – The Roblox Community Standards apply to all Users of the Services and outline what type of behavior is and is not acceptable when using the Services.
- DMCA Guidelines and Policies – The Roblox DMCA Guidelines and Policies provide instructions regarding what rights holders and Users should do if they encounter content on the Platform that a rights holder or User believes is infringing or otherwise in violation of such rights holder’s or User’s rights.
- Roblox Name and Logo Community Usage Guidelines – The Roblox Name and Logo Community Usage Guidelines (“**Roblox TM Guidelines**”) apply to all Users and cover the terms and conditions under which Users can use certain Roblox intellectual property.

## 2. Other Guidelines

- Privacy Policy – The Roblox Privacy Policy (“**Privacy Policy**”) outlines the terms applicable to User data and Roblox’s use of that data.
- Roblox Accessibility Statement – The Roblox Accessibility Statement provides information regarding Roblox’s commitment to keeping the Services accessible and usable for people with disabilities and to ensuring a fun, safe and equitable experience for all Users.
- General Health Notice – The General Health Notice provides some information regarding potential health issues that Users may experience while using the Services. Please read this carefully before watching or playing on the Services.

Appendices for the People’s Republic of China, Japan and the European Union and the United Kingdom

Please note that supplemental provisions apply to a User’s interactions with UGC published on the Platform by China Creators that use Luobu Studio and to a

Creator's submission of UGC to the Luobulesi Game for distribution in the People's Republic of China. In those circumstances Appendix A will apply to you. Please also note that the supplemental provisions apply to Users in Japan. If you are a User in Japan, then Appendix B will apply to you. Please also note that supplemental provisions apply to Users in the EU/EEA and the United Kingdom (altogether referred to as "Europe"). If you are a User in Europe, then Appendix C will apply to you.

## Roblox User Terms

These User Terms (the "**User Terms**") set forth the rules and guidelines that govern use of the Platform and other Services by Users and apply to all Users of the Services. These User Terms, along with the additional Creator Terms, govern, among other things, what is called **User Generated Content** or "**UGC**." UGC is content of any kind or nature, whether material, assets, or otherwise, that Users (including but not limited to Creators) upload to, create and publish on, or otherwise generate through or make available on the Services. Any User that has caused UGC to be on the Services is subject not only to these User Terms but also to the additional Creator Terms, which are incorporated herein by reference. All Users are also subject to any other applicable Roblox Terms available in the Roblox Legal Terms section.

These User Terms comprise many of the terms applicable to Users, but also contain cross-references to other Roblox Terms that may be applicable to Users (for example, the Roblox Community Standards, so be sure to read and understand those other Roblox Terms as well, since Users are responsible for abiding by them). Any capitalized terms used but not defined in these User Terms are defined in another set of Roblox Terms, so Users should check out the [Roblox Dictionary](#) if a User is not sure what a capitalized term means.

### 1. This is a Legal Agreement

1. Acceptance of User Terms. When User uses the Services, User agrees to these User Terms and to any other applicable Roblox Terms found in the Roblox Legal Terms. User may not agree to these User Terms or any other Roblox Terms if User is not legally allowed to, or if User is under 18 years old. Users under the age of 18 ("**Minor Users**") require a parent or legal guardian (a "**Guardian**") to allow them to use the Services and to agree to these User Terms and the other applicable Roblox Terms. By permitting a Minor User to use the Services, the Guardian of the Minor User becomes subject to these User Terms and any other applicable Roblox Terms and agrees to be responsible for the Minor User's activities on the Services. If User (or a Minor User's Guardian, as may be applicable) doesn't agree to these User Terms or any other Roblox Terms, User may not use the Services.

2. Changes to Terms. Roblox will provide User with reasonable advance notice of any material updates or modifications to these User Terms and any other Roblox Terms (which, notice may, (i) for Users, be provided by any reasonable means of notification, including by email or via posting on the Roblox website, [www.roblox.com](http://www.roblox.com), and (ii) for Users in the DevEx Program, be provided via email), provided that non-material changes (as determined by Roblox) or updates or modifications that address new features of the Services or modifications or updates made for legal reasons will be deemed to be effective immediately and without notice. If User does not agree to any modifications or updates to these User Terms or any other Roblox Terms, User should no longer use the Services. If User uses the Services after Roblox has posted updates to these User Terms or other Roblox Terms, User is agreeing to the updated User Terms and other Roblox Terms. Any Dispute covered by these User Terms or any other Roblox Terms will be handled in accordance with **Section 16** of these User Terms.

3. Updates to the Services. Roblox has the right to change or suspend the Services (or any portion thereof) at any time upon notice, which may be via an email to User or through a notice on the Roblox website (and such notice shall be effective immediately after such email is sent or such notice is posted) and without liability to Users. Roblox can change the Services for any reason, including to comply with law, to protect Users or to protect Roblox's reputation. These User Terms and any other applicable Roblox Terms will govern any updates to the Services that Roblox makes or provides to User, unless the update includes a separate license, in which case the terms of that license will govern.

4. Termination of User Terms. In the event of termination of these User Terms or any other Roblox Terms, the rights and duties of Roblox and User to each other will terminate except that all provisions of these User Terms or any other Roblox Terms which are to survive expiration or termination will remain in effect.

## 2. User Accounts

1. Creating an Account. To access some elements of the Services, Users need to create a Roblox account ("Account"). User agrees to always provide Roblox with true information and to keep that information updated. Remember, Roblox may take steps to make sure that the information Users give Roblox is accurate. A User may never

allow anyone else to use a User's Account (except for Guardians in the case of a Minor User). If a User thinks that their Account is not secure, User must tell Roblox immediately by contacting [Roblox Support](#). If anyone asks for a User's password or personal information, User should report them right away using the "[Report Abuse](#)" feature.

2. Account Suspension or Termination. If User violates these User Terms or any other applicable Roblox Terms, User's right to use the Services ends. In response to a violation of these User Terms (or other applicable Roblox Terms) by a User, Roblox may also (i) suspend or terminate a User Account or a User's access to the Services, or (ii) remove any Virtual Items or other content that the User has on the Services. Roblox may also terminate a User Account pursuant to its policy of terminating in appropriate circumstances Users who Roblox determines, in its sole discretion, are repeat infringers as contemplated by the Digital Millennium Copyright Act.

Notification and Appeal. Roblox may notify User if Roblox (i) suspends or terminates a User Account or a User's access to the Services or (ii) removes Virtual Items or other content that the User has on the Services in violation of these User Terms, any other applicable Roblox Terms, in response to law enforcement requests, or as otherwise required by law. Roblox may provide User with an opportunity to request another review of Roblox's decision. Users in violation of these User Terms or any other applicable Roblox Terms will not be entitled to anything from Roblox – so all Users should make sure to follow the rules! For any Minor Users, a Guardian may ask Roblox to terminate the Minor Users Account by contacting [Roblox Support](#).

### 3. Robux

1. What are Robux? "Robux" is the official currency of the Platform and can be used by Users to acquire things, like Virtual Items and access to Experiences, on the Platform. Robux do not have any value in real currency, which means they are not a substitute for real currency and they don't earn interest. Except as otherwise outlined in the Roblox Terms, Robux can't be redeemed for any other currency and Roblox is not obligated to exchange User's Robux for anything else of value. **Remember: Only those over the age of 18 may purchase Robux or engage in other real-money transactions on the Platform.**

2. License to Use Robux. When User buys Robux, User receives only a limited, non-refundable, non-transferable (except as specifically

set out in [Section 4](#) below and in [Section 2](#) of the Creator Terms), revocable license to use Robux only for User's personal entertainment, in connection with the Services, and in the ways permitted by Roblox in the applicable Roblox Terms. User's license to use Robux will end when these User Terms or User's Account terminates, or in any other way outlined in the Roblox Terms.

3. **Ways to Get Robux.** Users may get a limited license to use Robux: (i) by purchasing or otherwise receiving Robux from Roblox; (ii) by buying memberships that include an amount of Robux; (iii) by selling UGC on the Services (as described in [Section 2](#) of the Creator Terms); (v) by trading Virtual Items with other Users (as further described in [Section 4\(d\) below](#)); or (vi) through other ways that Roblox may sometimes offer.

4. **Robux Are Non-Refundable.** All payments for Robux are final and not refundable, except as required by law. Users may not use or distribute Robux except through the Services and as expressly allowed by Roblox. Any use or attempted use of Robux in violation of the Roblox Terms will be void (i.e. automatically cancelled) and may result in immediate termination of User's Account and of User's right to use Robux. Roblox does not recognize or take responsibility for third-party services that allow Users to sell, transfer, or otherwise use Robux and any such use by a User is a violation of the Roblox Terms.

5. **Robux Can Change.** Roblox may put limits on Robux (e.g. how much a User can acquire) or do things that change the perceived value of Robux (e.g. lowering the cost to buy them) at any time. Except for the limited licenses granted in these User Terms, Roblox has and retains all rights in Robux. This includes the right to modify, revoke, or terminate a User's license to use Robux without notice, payment, or liability to User. Roblox does not make any guarantees regarding Robux, or their availability, quality or value.

#### 4. The Roblox Economy

1. **Acquiring Stuff Through the Services.** Solely through the Services, Users can spend Robux to acquire Virtual Items, Experiences and other things offered by Roblox or Creators. Spending Robux through the Services is solely for a User's personal entertainment and does not create any legally enforceable contract between the User and Roblox or any Creator, and the User spending the Robux does not acquire any enforceable legal rights as a result of such transactions.

1. Acquiring Stuff from Creators. When a User spends Robux to acquire something from a Creator the Robux will typically be collected through the Services on behalf of the Creator unless the User is dealing directly with the Creator.
2. Acquiring Stuff from Roblox. When a User spends Robux to acquire something from Roblox, the Robux are transferred directly to Roblox. All such transfers made to Roblox are final and, unless otherwise permitted by Roblox through its policies or practices, non-reversible.
2. Promises and Responsibilities Associated with Making Payments. When purchasing Robux or Roblox Premium from Roblox, User (or User's Guardian, as applicable) promises that User has the right to use User's selected payment method and that User's payment method has enough credit available to complete the applicable payment. If User believes someone has gained access to or used their Account without permission, User must notify Roblox as soon as possible by contacting Roblox Support. Roblox has the right to close any Account with unauthorized charges.
3. Buying Roblox Premium Memberships. When a User buys Roblox Premium, a renewing subscription, User agrees that Roblox Premium will automatically renew and that Roblox is authorized to charge User accordingly until User cancels the subscription. Roblox will notify Users of any price increases or changes to the subscription terms (such notification may be via any reasonable means, including a message on the Platform). User can cancel Roblox Premium at any time by following the instructions available [here](#). If a User cancels Roblox Premium, User can still enjoy it for the period of time User already paid for – so enjoy! **Remember: Only those over the age of 18 may purchase Robux or engage in other real-money transactions on the Platform.**
4. Removing Items and UGC From the Services; No Refunds. Roblox has the right, in its discretion, to suspend the availability of, or remove from the Services, any content (including Experiences, Virtual Items and any other UGC) without advance notice. Roblox is not liable for any losses User takes as a result of such suspension or removal, and Roblox is not required to refund any Robux or other funds that User has spent on any removed or suspended content.

5. Trading on the Platform: Roblox allows Users to trade Virtual Items on the Platform. Virtual Items can be traded for other Virtual Items, or for a combination of Robux and Virtual Items. When Users engage in a trade on the Platform, Roblox is entitled to a fee equal to 30% of the total amount of Robux exchanged in the transaction. If no Robux are exchanged as part of the trade, Roblox will not receive any fee in connection with the transaction.

## 5. Digital Millennium Copyright Act

1. Notice. We respect the intellectual property rights of others and we ask you to do the same. If you are a copyright owner or an agent of a copyright owner and believe that any content on the Services infringes upon your copyrights (other than content that was previously uploaded by you to Roblox and as to which the User-to-User Complaint Process applies as described below), you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by contacting our Copyright Agent at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or Legal, 970 Park Place, Suite 100, San Mateo, CA 94401. You may also contact us by phone at (888) 858-2569. If a copyright owner is under the age of 13, a DMCA notice must be submitted by a parent or other representative of the rightsholder, rather than directly by an under-13 user. You acknowledge that if you fail to comply with all of the requirements of this Section 5(A), your DMCA notice may not be valid. You must provide the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
2. A description of the copyright-protected work or other intellectual property right that you claim has been infringed;
3. A description of the material that you claim is infringing and where it is located;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the use of those materials is not authorized by the copyright owner, its agent, or the law; and

6. A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
2. Counter-Notice. Regarding any content that was removed or disabled, if you believe that your content is not infringing or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice to our Copyright Agent. Any counter-notice submitted on behalf of an under-13 User must be submitted by a parent or other adult representative. When our Copyright Agent receives a counter-notice, we may send a copy of the counter-notice to the original complaining party informing that party that we may, in 10 business days, replace the removed content or stop disabling it. Unless the copyright owner files an action seeking a court order against the provider of the content, the removed content may be replaced or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, in our sole discretion.
3. Repeat Infringer Policy. Roblox's intellectual property policy is to: (i) remove or disable access to material that Roblox knows to be infringing the intellectual property rights of third parties or that has been identified in a valid DMCA notice submitted by an intellectual property rights owner or his or her agent; and (ii) in appropriate circumstances, to terminate the Accounts of and block access to the Services by any User who repeatedly or egregiously infringes other people's copyrights or other intellectual property rights.
4. Trademark Infringement
  1. Our policies prohibit you from Providing UGC that infringes trademarks. If you Provide UGC that infringes trademarks, your UGC can be blocked or removed.
  2. If you are a trademark owner that believes your trademark is being infringed, please note that we are not in a position to mediate disputes between users and the holders of trademark rights. That being said, we take your rights seriously. So, we will look into and try to resolve any allegations of trademark infringement. Therefore, if you feel that your trademark rights are being infringed, contact our Trademark Agent at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or Legal, 970 Park Place,

Suite 100, San Mateo, CA 94401. When you contact us, please provide the following information in writing:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the trademark;
2. A description of the trademark right that you claim has been infringed;
3. A description of the material that you claim is infringing and where it is located;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the use of those materials is not authorized by the trademark owner, its agent, or the law; and
6. A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the trademark owner or authorized to act on the copyright or intellectual property owner's behalf.

#### 6. Restrictions on Use Of Services

In addition to any other restrictions set forth in these User Terms or any other Roblox Terms, Users may not (a) lease, lend, sell, redistribute or sublicense any part of the Services, (b) copy, modify, distribute, publicly perform or display, reverse engineer, disassemble, modify, or create derivative works of the Services or related or implemented technology, (c) try to get around any technological measure designed to protect the Services or any technology associated with the Services, (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services source code, in whole or in part (unless a portion of code contained within the Services is released as open source and the open source license governing such code expressly permits reverse engineering, copying or other modification), (e) use the Services to create malicious or abusive content (as determined by Roblox) or any content that violates a Roblox guideline or policy; or (f) use the Services (or any part thereof or any technology contained therein) in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws.

#### 7. Disputes Between Users and Creators or Between Creators.

1. Disputes Between User and Creators. If a User has any issues with Experiences, Virtual Items or other UGC created by Creators, User should first contact the Creator directly to resolve the issue.

2. Escalation to Roblox. While Roblox is not responsible for these types of issues between Users and Creators, Roblox wants to make sure that everyone enjoys the Platform and Services. As a result, Roblox has the right (but not obligation) to intervene in issues between Users and Creators so that Roblox can try to help resolve them. Before escalating any issues between a User and Creator to Roblox, Users should first make a real, genuine effort to work out a solution with the Creator. If User does not succeed, User may escalate the issue to Roblox's Customer Service team by completing the form at <https://www.roblox.com/support>. If Roblox chooses to take action in any dispute between a User and Creator, User and Creator agree that Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) is final and Creator and User will accept that decision. User agrees to work with Roblox in a timely manner to resolve all such issues, and failure to do so is a violation of these User Terms.

3. User-to-User Copying Complaint Process. As explained in Roblox's Creator Terms, Roblox generally prohibits copying another User's UGC and passing it off as a User's own work. A User (the Complainant) who believes that another User or Creator has improperly copied original material previously uploaded by the Complainant to Roblox, in violation of Roblox's Terms, may file a complaint using Roblox's User-to-User Copying Complaint Process. A complaint may be filed by emailing [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com), identifying the copied material, the original work, and any other relevant details. If necessary, Roblox will investigate the complaint and reach a decision as to whether copying in violation of Roblox's Terms has occurred. If a violation is found, Roblox may take other actions, which may include removal of copied material or termination of a User's account. A User or Creator who is unhappy with Roblox's determination may appeal by first requesting and then completing an appeal form and submitting it to Roblox via email by following the instructions on the form. The form may be requested by sending an email to [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) with the heading "Request Appeal Form." Users agree that any decision by Roblox on appeal is final and binding.

4. Exclusivity of User-to-User Copying Complaint Process. Any User or Creator who is complaining that another User or Creator

improperly copied UGC previously uploaded to Roblox is required to use the User-to-User Copying Complaint Process and not any other form of complaint. This means that a Complainant is prohibited from engaging in any form of harassment, as well as from filing a DMCA complaint regarding UGC that a User previously uploaded to the Services and which the User believes is being improperly copied by another User or Creator on the Services. Failure to use the User-to-User Copying Complaint Process when required is a violation of these Terms. Corporate entities (and those acting on behalf of a corporate entity) may, but are not required to, use the User-to-User Copying Complaint Process.

#### 8. Disputes Between Users & Roblox

Disputes between Users and Roblox are handled according to [Section 16](#) of these User Terms.

#### 9. License to the Services

Subject to Users compliance with these User Terms and any other Roblox Terms, Roblox grants User a non-exclusive, limited, revocable, non-transferable license to use the Services on devices that User owns or controls for User's personal, entertainment use, including the right to download and use, in connection with the Services, software that Roblox makes available for download as part of the Services, in object code form only.

#### 10. Ownership of Roblox IP/UGC Created Within an Experience

The interfaces, graphics, trademarks, design, information, artwork, data, code, products, software, and all other elements of the Services, including the rights therein and any derivatives, (the "**Roblox Intellectual Property**" or "**Roblox IP**") are protected by law. All Roblox IP is the property of Roblox and Roblox's licensors. Roblox IP includes UGC licensed to Roblox by Creators under the Creator Terms. Except as allowed in these User Terms or any other Roblox Terms, User may not use any Roblox IP contained in the Services unless User gets separate permission from the owner. Roblox reserves all rights to the Roblox IP not granted in these User Terms or elsewhere in the Roblox Terms. Some Experiences also allow for independent UGC creation within the Experience by Users of that Experience. Such Users who separately create UGC within an Experience hereby grant both Roblox and the Creator of the applicable Experience a worldwide, perpetual, royalty free and irrevocable right and non-exclusive license to use and exploit that UGC in any manner or media without any obligation, including any obligation to pay royalties or other compensation to any person or party. If such Users create a Modified Model (defined below), the

User hereby assigns all right, title, and interest in that Modified Model to Roblox; Roblox in turn grants a non-exclusive license to both User and Creator to use and exploit that Modified Model within the Platform without any obligation (except those otherwise specified in these Terms of Use), including any obligation to pay royalties or other compensation to any person.

## 11. Other People or Companies' Stuff

1. Third-Party Services. Some parts of the Services may include or make available content, tools or other materials from third parties (i.e., people or companies other than Roblox) ("Third-Party Services"). Depending on User's age, this could include links to other websites, features that let Users link User Accounts to other accounts (like Facebook), or third-party buttons (e.g., "like" or "share" buttons). As described in this Section 11, Roblox doesn't control or take responsibility for Third-Party Services (including how those third parties use User information). User understands that using the Services could subject User to third-party fees, terms, and/or policies, such as a privacy policy, and User agrees to pay all those fees and to follow those terms and policies.
2. Third-Party Services Disclaimer. User understands that by using the Services, User may come across Third-Party Services that (i) may be considered offensive, or objectionable, (ii) may or may not be identified as having explicit language, (iii) may contain links or references to objectionable material, and (iv) may not be available in all countries or languages. User agrees to use the Services at User's own risk and that Roblox will not have any liability to User for content (including Third-Party Services) that may be found to be offensive, inaccurate, illegal, unavailable, of poor quality or otherwise.

## 12. Online Safety

Roblox cares about the safety of Users. If User sees any content or materials on the Services that appears to recruit, entice, advertise, or solicit any person to perform a sexual or violent act, please use the [Customer Support Form](#) and select the User Safety Concern help category to immediately report the User and situation.

## 13. Disclaimers; No Warranties

1. UGC Disclaimer. Except as may be required by applicable law, Roblox is not liable for, nor is Roblox obligated to screen, approve, edit or control, UGC that Creators or others upload or otherwise make

available on the Services. Roblox may, however, at any time and without notice, and without any obligation to User, remove, edit, or block or suspend the availability of any UGC that Roblox thinks violates the Roblox Terms or is otherwise objectionable. User understands that when using the Services, User will see UGC from a variety of sources and understands that UGC could be inaccurate, offensive, or objectionable. User agrees to waive, and does waive, any legal or equitable right or remedy that User has or may have against Roblox regarding UGC. If notified by a User or content owner that UGC allegedly violates the Roblox Terms, Roblox may investigate and decide whether to remove the UGC (which Roblox can do at any time, without notice).

2. "As Is." THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROBLOX AND ROBLOX'S OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, INVESTORS, BUSINESS PARTNERS, SUBSIDIARIES AND AGENTS (TOGETHER, THE "AFFILIATED PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE AFFILIATED PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY PART OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATIONS OF CONTENT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

3. No Responsibility. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM ROBLOX OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE AFFILIATED PARTIES OR ROBLOX THAT IS NOT EXPRESSLY STATED IN THE ROBLOX TERMS.

USER ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM USER'S USE OF OR ACCESS TO THE SERVICES, USER'S DEALING WITH ANY OTHER USERS ON THE SERVICES, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### 14. General Limitations of Liability

1. No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROBLOX AND THE AFFILIATED PARTIES BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO USER'S ACCESS TO OR USE OF, OR USER'S INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
2. Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER AGREES THAT THE AGGREGATE LIABILITY OF ROBLOX AND THE AFFILIATED PARTIES TO USER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE UNDER THE ROBLOX TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$1,000 (EXCEPT AS NOTED IN THE ARBITRATION SECTION OR AS OTHERWISE SET FORTH IN THE CREATOR TERMS).

#### 15. General Indemnities

User agrees that User will be responsible for User's use of the Services, and User agrees to defend and indemnify Roblox and the Affiliated Parties from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) User's access to, use of, or alleged use of the Services; (b) User's violation of any part of the Roblox Terms, any representation, warranty, or agreement referenced in the Roblox Terms, or any applicable law or regulation; (c) User's actual or alleged violation of any third-party right, including any intellectual property right, publicity

or privacy right, property right, or confidentiality obligation; or (d) any Dispute or issue between User and any third party. Roblox reserves the right, at Roblox's own cost, to take on the exclusive defense and control of any matter subject to indemnification by User (without limiting User's indemnification obligations with respect to that matter), and in that case, User agrees to cooperate with Roblox defense of that claim.

#### 16. Dispute Resolution, Class Action Waiver, Arbitration and Governing Law.

1. **Disputes.** Except as explained below, User and Roblox agree that any dispute arising under or relating to the Roblox Terms or the Services ("Dispute") will be governed and resolved first through the Informal Dispute Resolution Requirements stated below, and only if those requirements are satisfied, then, for U.S. residents only, through binding arbitration and not through litigation. This agreement applies regardless of the legal theories involved in the Dispute and regardless of whether the Dispute is with Roblox, its subsidiaries, affiliates or parent company, or any suppliers or service providers involved with the Services, or their officers, directors, employees, agents, or successors. **USER AGREES THAT USER IS GIVING UP THE RIGHT TO FILE A LAWSUIT IN COURT BEFORE A JUDGE OR JURY, INCLUDING IN A CLASS ACTION, FOR DISPUTES THAT ARE SUBJECT TO ARBITRATION.**

2. **"Class Action Waiver."** To the extent permitted by law, User and Roblox agree that neither of us will assert a claim against the other as a class action, class arbitration, or in any other similar representative capacity. This class action waiver does not prohibit User and Roblox from resolving Disputes through a class settlement approved by a court.

#### 3. **"Informal Dispute Resolution Requirements."**

1. **Informal Discussion Period.** For a period of at least 60 days prior to starting any arbitration (or any lawsuit, if an exception to arbitration applies), User and Roblox agree to first engage in informal discussions to attempt to negotiate a resolution of any Dispute. These informal discussions must include live verbal conversations by telephone or other device if requested by any party. These informal discussions will start 10 days after written notice is sent from User to Roblox or from Roblox to User. These informal discussions must be concluded either by a resolution agreed to in writing by the parties or by

written notice from one party sent 7-10 days prior to the expiration of the 60-day informal dispute resolution period specifically stating each unresolved demand and the basis therefore.

2. Notices. Roblox will send User notices to the email address or billing address that User provided to Roblox. User will send notices to **Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403** by certified U.S. Mail or by Federal Express (or international equivalent). The initial notice of a Dispute from a User must include: (a) the full legal name of the User making the claim, (b) the username of the User's Roblox account, (c) the email address associated with the User's Roblox account, if any, (d) a description of the nature and basis of the claim, (e) the specific result that is desired, and (f) the ticket or case number provided by Roblox Support to track previous attempts to resolve the Dispute, if there is one.

4. "Arbitration Terms."

1. Arbitrable Disputes. Except as explained below, Roblox and any User who is a United States resident agree that any Dispute that has satisfied the Informal Dispute Resolution Requirements will be subject only to binding arbitration by a neutral arbitrator and may not be litigated. The arbitrator's decision will be final except for a limited right of appeal allowed by federal law. The arbitrator may award User damages, just like a court could, but only to the extent necessary to satisfy User's individual claim.

2. Arbitration Rules. Arbitration will be overseen by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules ("AAA Rules"). User can find more information at [www.adr.org](http://www.adr.org).

3. Mandatory Prerequisite to Arbitration or Litigation. No Dispute will be subject to arbitration (or to a lawsuit if an exception to arbitration applies) unless the Informal Dispute Resolution Requirements have been satisfied by the party demanding arbitration (or the party filing the lawsuit if an exception to arbitration applies). Disputes submitted to arbitration in violation of the Informal Dispute Resolution

Requirements shall not be accepted by AAA and shall be deemed frivolous for purposes of any fee shifting allowed by AAA Rules. Any lawsuit filed in violation of the Informal Dispute Resolution Requirements shall be subject to dismissal.

4. Commencement of Arbitration. Unless the parties agree otherwise, a demand for arbitration must be sent to the same address and by the same manner as an initial notice of a Dispute and must be entitled "Demand for Arbitration."

5. Fees. If User has complied with the Informal Dispute Resolution Requirements, and if User's total claims are for less than \$10,000, Roblox will reimburse User the cost of User's filing fee, unless the arbitrator determines that the substance of User's claims or remedy sought were frivolous or brought for an improper purpose as described in the AAA Rules; in which case payment of any filing, administrative, or arbitrator fees will be decided by AAA Rules. Notwithstanding any contrary provision in the Roblox Terms, a prevailing party in arbitration will only be entitled to be awarded a shifting of fees and costs when consistent with AAA Rules.

6. Location. Unless the parties agree otherwise, any arbitration hearing will take place in San Mateo County, California if that is a reasonably convenient location for User, and if not, then in the county or parish where User resides. Depending on the amount of a claim, AAA Rules may permit or require the arbitration to be conducted: (1) only by documents submitted to the arbitrator; or (2) by telephone hearing. Regardless of how arbitration is conducted, the arbitrator must issue a written decision explaining the findings and conclusions that their decision is based on.

7. Settlement Offers. During arbitration, if Roblox makes User (or User makes Roblox) a settlement offer, the amount of the offer may not be shared with the arbitrator until after the arbitrator makes a final decision and award. If User wins the arbitration and is awarded more than the amount reflected in Roblox's last written settlement offer, Roblox will pay User the higher of: (a) the arbitrator's award or (b) \$10,000.

8. No Consolidation. To the extent permitted by law, the arbitrator shall not consolidate claims into a class proceeding

and may award injunctive relief only in favor of the individual parties to the arbitration and only to the extent necessary to provide relief that is warranted by an individual claim.

9. Enforceability. All issues in the Dispute are for the arbitrator to decide, except that only a court may decide issues relating to the scope, interpretation, and enforceability of these Arbitration Terms, or whether a Dispute can be arbitrated. Judgment on an arbitration award may be entered by any court having jurisdiction.

10. Severability. Except for the Class Action Waiver, if any provision of these Arbitration Terms is found unenforceable, that provision will be severed and the balance of these Arbitration Terms will remain in full force and effect. If a court decides that applicable law precludes enforcement of these Arbitration Terms as to any particular claim for relief or remedy (such as declaratory or injunctive relief), then that claim or remedy (and only that claim or remedy) must be severed from the arbitration, while the remaining claims and remedies (such as individual damages or restitution) will still be resolved through binding arbitration.

11. Confidentiality. The arbitrator shall honor all evidentiary privileges recognized at law and shall enter orders as appropriate to protect the parties' trade secrets or confidential information. The parties agree to maintain the confidentiality of each party's designated confidential information.

12. Exceptions to Informal Dispute Resolution Requirements and Arbitration Terms. The following claims and actions are exempt from both the Informal Dispute Resolution Requirements and Arbitration Terms: (i) enforcement actions through a federal, state, or local agency if those actions are available; (ii) claims for infringement of patent, copyright, trademark, or trade secret rights; (iii) actions seeking only injunctive relief and no award of attorneys' fees or costs; and (iv) actions seeking remedies under the GDPR.

13. Exceptions to Arbitration Terms. Individual non-class claims that User or Roblox chooses to assert in small claims court are not subject to the Arbitration Terms, but the Informal Dispute Resolution Requirements must be satisfied prior to the filing of

any such small claims action. In addition, claims that are the subject of a certified class action or a class settlement submitted to a court for approval, regardless of whether the claimant has opted out of the class action or class settlement, are not subject to the Arbitration Terms and may not be the subject of an arbitration demand. Regardless of whether a User has opted out of a class action or class settlement, the certification of a class action or the filing of a proposed class settlement with a court for approval shall divest AAA of its authority to arbitrate any claims pending with AAA that are otherwise the subject of the class action or settlement. Such opt out claims may thereafter only be asserted in a court of law.

14. Opting Out of Arbitration Terms. User may opt out of the Arbitration Terms within 30 days of using the Services for the first time, and User may opt out of any material changes to the Arbitration Terms within 30 days after Roblox gives notice of those changes (unless a longer period is required by applicable law). To opt out of the Arbitration Terms or changes thereto, User must send a notice titled “Arbitration Opt-Out Notice” to **Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403** by certified U.S. Mail or by Federal Express (or international equivalent). The Arbitration Opt-Out Notice must include: (a) the full legal name of the User, (b) the username of the User’s Roblox account, and (c) the User’s email address. An opt-out notice does not revoke or otherwise affect any previous agreement to the Arbitration Terms. By opting out of a change to the Arbitration Terms, User agrees to arbitrate any Dispute in accordance with the language of the last Arbitration Terms that User accepted.

5. Governing Law and Venue for Non-Arbitrable Disputes. The Roblox Terms are governed by the laws of the State of California without regard to conflict of law principles. The Arbitration Terms are subject to and governed by the Federal Arbitration Act (“FAA”) and (only to the extent not inconsistent with the substantive and procedural provisions of the FAA), the laws of the State of California, without regard to conflicts of laws principles. The arbitrator will not be bound by rulings in other related arbitrations. Any Disputes that are not subject to the Arbitration Terms or that are severed from any arbitration may only be litigated in the federal or state courts of San Mateo County, California; and the parties consent to personal and exclusive jurisdiction in these courts, except as otherwise provided by the GDPR.

## 17. Third Party Notices

1. Apple Notice. If User is using the Roblox mobile application (“App”) on an iOS device, User also acknowledges and agrees to the terms of this Section. The Roblox Terms are between User and Roblox only, not with Apple, and Apple is not responsible for the Services and the content of the Services. Apple has no obligation whatsoever to provide any maintenance and support service with respect to the Services. If the Services fail to meet the applicable warranty, User may notify Apple and Apple will refund any applicable purchase price for the App to User. Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by User or any third party relating to the Services or User’s use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to meet any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Services or User’s use of the App infringe that third party’s intellectual property rights. User agrees to comply with any applicable third-party terms when using the Services. Apple and Apple’s subsidiaries are third-party beneficiaries of the Roblox Terms, and when User accepts the Roblox Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Roblox Terms against User as a third-party beneficiary. User hereby represents and warrants that (i) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) User is not listed on any U.S. Government list of prohibited or restricted parties.

2. Autodesk Notice. Studio contains Autodesk® FBX® code developed by Autodesk, Inc. Copyright 2016 Autodesk, Inc. All rights reserved. This code is provided “as is” and Autodesk, Inc. disclaims any and all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. In no event will Autodesk, Inc. be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including obtaining substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of such code.

## 18. Notice to California Residents

1. Complaints. If User is a California resident, under California Civil Code Section 1789.3, User may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210 in order to resolve complaints regarding the Services or to get more information regarding use of the Services.
2. Minors. If User is a California resident under the age of 18, User may ask Roblox (and Roblox will comply) to remove certain personal content that User has publicly posted to the Services. This generally includes personal information, but does not include anonymized information, or UGC that User provides (since User has received consideration for providing it). To make such a request, complete the [Customer Support Form](#). User's request must include User's username and a specific description of the content that User wants removed so that Roblox can find it. Roblox will not accept requests via postal mail, phone or fax and may not be able to respond if User provides incomplete information. If User makes a request, it is not a guarantee that the information User posted will be completely removed and there may be circumstances in which the law does not require or allow removal, even if User makes a request.

## 19. Miscellaneous Terms

1. General. These User Terms, together with the other Roblox Terms, make up the entire agreement between User and Roblox regarding the Services. User may not assign the Roblox Terms or User's rights under the Roblox Terms, by operation of law or otherwise, without Roblox's prior written consent. Roblox may assign the Roblox Terms at any time to anyone without notice or consent. This agreement is binding on and inures to the benefit of Roblox's and User's respective successors and assigns. If any part of the Roblox Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible (or, if it cannot legally be given any effect, will be severed from the Roblox Terms), and the remaining parts will remain in full force and effect. Nothing in the Roblox Terms will be deemed to confer any rights or benefits on a third party (other than Apple as noted in the "Notice Regarding Apple" section). **USER AND ROBLOX AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE**

WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR IT IS PERMANENTLY BARRED.

2. Survival. Any part of the Roblox Terms which by their nature should survive the termination of the Roblox Terms, will survive such termination, including Sections 6, 7, 8, 10, 11(b), 13, 14, 15, 16 and 19.

3. Waiver. No waiver of any part of the Roblox Terms by either User or Roblox shall be deemed a continuing or further waiver of any such part or any other part of the Roblox Terms, and Roblox's or User's failure to assert any rights or part of the Roblox Terms shall not be deemed or otherwise constitute a waiver of such right or part.

4. Interpretation. The section headers in the Roblox Terms are for convenience and will not impact the interpretation of the Roblox Terms. Be aware that in all cases where Roblox is allowed to make a decision under the Roblox Terms, that decision is completely up to Roblox. Also, User understands that the Roblox Terms are subject to applicable law, meaning that they apply except to the extent otherwise prohibited or required by applicable law. Unless the context dictates otherwise, whenever the word "including," or similar is found in the Roblox Terms, it means "including, without limitation" and whenever the word "or," is found in the Roblox Terms, it means "and/or."

5. Consent to Online Communications. By using the Services, User agrees to receive certain electronic communications from Roblox as described in the Privacy Policy (which User should read for more information). User agrees that any notices, agreements or other messages that Roblox sends to User electronically will satisfy any legal requirements.

6. Compliance with Laws. When using the Services, User will comply with all applicable laws. User will not directly or indirectly export, re-export, or transfer the Services to prohibited countries or individuals (or allow either to use the Services).

7. Contact Information. The Services are offered by Roblox Corporation located at 970 Park Place, Suite 100, San Mateo, CA 94403. User can contact Roblox by sending any messages to that address, completing the Customer Support Form (<https://www.roblox.com/support>), or by calling Roblox at (888) 858-2569. If User is a California resident, User may have the Roblox Terms e-mailed to User by sending a request including User's e-mail address to the address above.

8. Prevailing Language. To the extent any of the Roblox Legal Terms are made available in multiple language, in case of any discrepancies or conflicts between the English version of the Roblox Legal Terms and any other language version of the Roblox Legal Terms, the English version of the Roblox Legal Terms will govern and prevail.

## Roblox Creator Terms

Creators are the heart of the Roblox community, and Roblox created these Creator Terms (the “Creator Terms”) to set forth the rules and guidelines for Creators - those Users (like you!) who create content and publish it on the Platform.

These Creator Terms comprise many of the terms applicable to Creators, but also contain cross-references to other Roblox Terms (such as the Roblox Community Standards) that are applicable to Creators, so be sure to read and understand those other Roblox Terms as well. Creators are also required to abide by the User Terms, both in their capacity as a Creator and also as a User of the Platform. Any capitalized terms used but not defined in these Creator Terms are defined in another set of Roblox Terms, so Creators should check out the [Roblox Dictionary](#) if a Creator is not sure what a capitalized term means.

Please note that supplemental provisions apply to a User's interactions with UGC published on the Platform by creators that use Luobu Studio and to a Creator's submission of UGC to the Luobulesi Game for distribution in the People's Republic of China. In those circumstances Appendix A will apply to you. Please also note that the supplemental provisions apply to Users in Japan. If you are a User in Japan, then Appendix B will apply to you. Please also note that supplemental provisions apply to Users in the EU/EEA and the United Kingdom (altogether referred to as “Europe”). If you are a User in Europe, then Appendix C will apply to you.

### 1. Intellectual Property

#### 1. Rights to Roblox Services.

1. Ownership of Roblox Intellectual Property. Terms outlining the ownership of Roblox Intellectual Property are set forth in [Section 10](#) of the User Terms.

2. Studio Ownership & License. Roblox owns or controls all rights in Studio and all elements contained therein. Subject to Creator's compliance with these Creator Terms, Roblox grants Creator a non-exclusive, revocable, non-sublicensable, and non-transferable license to use Studio solely for the purpose of creating, developing, modifying, uploading, and releasing Creator's UGC on the Platform (the “Studio License”). Creator

may only use Studio in a way consistent with these Creator Terms.

3. Template Ownership & License. “Templates” are made available by Roblox (generally via Studio) and serve as a starting point that Creators can use to more easily create UGC. Roblox owns or controls all rights in all Templates and all elements contained therein and makes Templates available to Creator pursuant to the Studio License. Creator may only use Templates in a way consistent with these Creator Terms and using a Template does not give Creator any ownership rights in that Template.

4. Other Roblox Content Ownership & License. Subject to Creator’s compliance with the Creator Terms, Roblox grants Creator a non-exclusive, limited, revocable, non-transferable license to use other content that Roblox develops and makes available on the Platform solely for use on the Platform in Creator’s UGC (the “Other Content License”). Creator will not be entitled to any payment or other compensation for Creator’s use of any content (including any such content that Creator may modify or enhance) that Roblox has created or developed or otherwise uses on the Platform.

5. Roblox Trademarks. Without limitation to the Roblox TM Guidelines, the name “Roblox” and any name similar to Roblox (to be determined in Roblox’s sole discretion) including, without limitation “Blox” are no longer permitted to be used in the titles of any Experiences. Subject to the foregoing restriction, Roblox hereby grants Creator a non-exclusive, personal, limited, revocable, non-transferable right to use Roblox trademarks, whether registered or unregistered, solely for use within Creator’s Experience(s) on the Platform, including for use in connection with Virtual Items Notwithstanding the foregoing, Experiences published on the Platform before the update to these Roblox Terms June 22, 2022 may continue to have Roblox or names similar to Roblox (including “Blox”) in the title, subject to the continued compliance with the Roblox TM Guidelines and these Roblox Terms, each as may be updated from time to time. In regard to Experiences published on the Platform before June 22, 2022, Roblox hereby grants each Creator of such Experience a non-exclusive, personal, limited, revocable, non-transferable right to use Roblox trademarks,

whether registered or unregistered, solely for use on the Roblox Platform in connection with Creator's Experience(s), including in the title of an Experience, or in connection with a Virtual Item. The use by Creator of any Roblox trademarks as permitted herein is subject to the Roblox TM Guidelines and all other Roblox policies and guidelines and the Roblox Terms, each as may be updated from time to time. All goodwill arising from any use by Creator of any Roblox trademarks will inure solely to Roblox. Use by Creator of any Roblox trademarks off of the Roblox Platform (including a trademark that may be contained in the title of a Creator's Experience) are only permitted as set forth in the Roblox TM Guidelines.

6. Termination of Licenses to Creator. Roblox reserves the right to terminate the Studio License, Template License, Other Content License and Roblox Trademark License at any time and for any reason.

7. Groups. Through the Services, you may have the opportunity to join a Group (as defined below). The individual or entity controlling or owning the email address for a Group will be deemed the owner of the Group for all purposes (the "Owner"). The Owner may choose (in that person's sole discretion) to make a different person the new Owner (in such case the new owner shall be considered the Owner). If the Owner's account is terminated pursuant to these Creator Terms, Roblox may, in its sole business judgment, determine who is the rightful person to be made the new Owner of the Group (and that user shall be considered the Owner); provided, however, that nothing will obligate Roblox to designate a new Owner if Roblox in its sole business judgment determines to terminate a Group. By participating in a Group, you hereby grant the Owner of the Group, as such Owner may change over time, the sole and exclusive authority to act on your behalf to authorize Roblox to use any UGC created by the Group as set forth in these Creator Terms or pursuant to any other agreement entered into between the Owner and Roblox. An Owner and the members of a Group may separately agree upon how the Owner may exercise the authority granted to such Owner in these Creator Terms or how the members of a Group may allocate amongst themselves any payments that may be made to the Owner for any activities undertaken or UGC created by the Group, but in any event Roblox will make any payments due for any activities

undertaken or UGC created by the Group solely to the Owner of the Group. You hereby waive any claims that you may have against Roblox for any payments made to an Owner by Roblox, and you agree to seek recovery of any payments due you solely from the Owner of any Group of which you are a member.

Except as may be provided at law, any duty of accounting between an Owner of a Group and members of such Group will arise solely pursuant to a written agreement among the Owner of a Group and its members, and Roblox will not be bound by any agreement among the Owner and members. Any reference to "you" in this Section 1(a)(vii) shall, in the case of a Group, only mean the Owner. A "Group" exists where Creators have joined together to register as a group, via a single email address, on the Services in order to release a game or content via the Services. For corporate accounts, the company (or other legal entity) named on the account is considered to be a Group.

## 2. Rights to UGC

1. Ownership of UGC and License Grant to Roblox. Except for Modified Classic Avatars (as defined below), for any UGC that Creator has ever created or will create and makes available through the Services (whether created solely by Creator or together with others), (a) between Creator and Roblox or Creator and Users, subject to Section 1(b)(vi) below, Creator retains all copyrights that Creator may hold in the UGC, (excluding any Roblox IP that may be contained therein) and (b) in consideration of using the Services and Creator's potential to earn Robux, Creator grants Roblox a perpetual, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense to any person or entity, whether a user of the Services or not) to host, store, transfer, translate, localize, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, enhance, distribute, and use the UGC that Creator uploads or makes available on the Services in whole or in part (and any trademarks owned or controlled by Creator that are associated with and uploaded to Roblox by the Creator for use with Creator's UGC) on the Platform and in connection with the Services and otherwise as solely permitted by these Roblox Terms. This includes but is not limited to the right to sublicense to other Users or Creators the right to host, store, transfer,

translate, localize, publicly display, publicly perform, reproduce (including in timed synchronization to visual images), modify, enhance, distribute, and use the UGC on the Platform and in connection with the Services.

2. Notwithstanding the above, Creator also grants to Roblox the exclusive, worldwide, irremovable, perpetual, fully paid, sublicenseable right to apply any Virtual Item or other UGC to a Classic Avatar (as defined below) or Modified Classic Avatar, whether on the Platform or off the Platform. Provided, however, that Roblox's right to apply any Virtual Item or other UGC to a Classic Avatar or Modified Classic Avatar off the Platform specifically excludes the right to apply the following: shirts, pants or T-Shirts designed by a Creator (excluding any Roblox IP that may be contained therein), trademarks owned or controlled by a Creator or copyrighted material owned or controlled by a Creator that has been published off of the Platform prior to the time that it was uploaded by Creator onto the Platform. Roblox, in turn, grants to Creator the non-exclusive right to apply those Virtual Items and Creator's other UGC to Classic Avatars and Modified Classic Avatars, on the Platform only. Creator also agrees (i) to make the UGC available on the Services (and to make the Services themselves available) as contemplated in the Roblox Terms; and (ii) in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of the Services or Roblox as permitted herein, even if Creator has exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws (collectively, the "UGC License"). Roblox's right to market and advertise the Services or Roblox using Creator's UGC, other than Modified Classic Avatars, (an "Ancillary Use") will not include using such UGC in marketing and advertising that is focused solely on promoting Creator's UGC (as reasonably determined by Roblox) as part of the Services without Creator's approval, but Roblox can generally reference, as determined by Roblox, Creator's UGC with other UGC or material (and without Creator's approval) to promote, market or advertise the Services or Roblox. Roblox may also use Creator's UGC for non-commercial and educational uses to promote the Services (and Roblox will reasonably determine whether a use is non-commercial or educational). Other than the potential to earn Robux, Roblox is not required to give Creator any

attribution or compensation for any reason nor is Roblox required to use the license Creator grants in this Section 2(b)(i) or exploit any of the rights granted herein. Creator retains the right to delete or update any or all content within an Experience at any time and at Creator's discretion (and Creator will delete or update such content if required by law) provided that regardless of any such update or deletion having occurred, and regardless of any termination of these Creator Terms or termination or suspension of Creator's Account: (i) Virtual Items created by Creator which were validly purchased or otherwise validly obtained by Users may continue to be accessed and used by such Users indefinitely in accordance with and subject to the terms and policies of the Services; and, (ii) Roblox's right to use any UGC or other content that is already in use by Roblox pursuant to a license or otherwise in accordance with these Roblox Terms or already in use by Roblox as part of an Ancillary Use shall continue in perpetuity. In addition to Roblox's right to grant sublicenses for UGC, when uploading certain UGC onto the Service, Creator may be asked if Creator would like to share such UGC directly with other Users. Creator is not required to share Creator's UGC directly, but if Creator does agree to grant this right then other Users may use Creator's UGC to create their own Experiences and other UGC on the Service without any obligation to Creator. Where Creator's Virtual Items are sold or otherwise provided to a User, Creator agrees that, pursuant to the rights granted to Roblox herein and regardless of whether the Virtual Items were sold or provided by Creator to the User, Roblox may allow the User to continue to access and use such Virtual Items indefinitely (in accordance with and subject to the terms and policies of the Services) even if the Virtual Items are no longer otherwise accessible on the Platform. Roblox's rights under this license shall expressly survive if Creator's Account is terminated due to Creator's breach or violation of any of the Roblox Terms.

3. Rights And Obligations In Modified Models. Roblox has created, owns all intellectual property in, and makes available to Creators models, which Creators may use as avatars and which may further be altered, customized, and modified by Creators (a "Modified Model"). These include "Modified Classic Avatars" meaning those avatars derived from a model constructed out of only 6 parts (known generally as "R6" avatars) and those

avatars derived from a model constructed out of only 15 parts (known generally as “R15” avatars), and, subject to subsection 1.(b)(2) above, any derivatives thereof (to be determined in Roblox’s sole discretion) that are based on or derived from the body forms that have been developed by Roblox, as further described at the following links (as may revised from time to time by Roblox): <https://www.roblox.com/bundles/109/ROBLOX-Boy>; <https://www.roblox.com/bundles/108/ROBLOX-Girl>; <https://www.roblox.com/bundles/238/Man>; <https://www.roblox.com/bundles/239/Woman>; and, <https://www.roblox.com/bundles/282/ROBLOX-Girl>.

1. Subject to subsection 1.(b)(2), above, to the extent that a Creator has or obtains any right, title or interest in any Modified Classic Avatar, Creator hereby irrevocably assigns to Roblox all such right, title and interest. This assignment includes all intellectual property rights and other proprietary rights therein, including rights in any licenses that such Creator may have granted. It also includes rights in any Modified Classic Avatar developed under prior versions of these Roblox terms. Notwithstanding the foregoing, Roblox may, in its sole discretion, permit a Creator who has customized an R15 avatar so that it no longer appears similar to a Modified Classic Avatar (as determined by Roblox) to receive all right, title and interest in such customized R15 avatar, subject to Creator granting Roblox the perpetual, non-exclusive right and license discussed in subsection 1.(b)(i).

2. Roblox hereby grants the Creator of each Modified Classic Avatar a limited, non-exclusive, revocable, non-transferrable license to use the Modified Classic Avatar created by such Creator solely for use on the Platform and as otherwise permitted under these Terms. Except as expressly permitted under these Terms, Roblox reserves all rights in Classic Avatars and Modified Classic Avatars not expressly granted herein, including the exclusive right to create derivative works incorporating Classic Avatars and Modified Classic Avatars.

3. Creators shall in no event use Classic Avatars (including portions thereof) (a) in connection with any off-Platform physical or digital merchandise, motion picture, television program, theatrical play, book or other publication, in each case whether for giveaway or compensated access (including license or sale), or (b) to create, license, or exploit off-Platform digital items that are offered for compensated access (including license or sale). Creator hereby promises and commits not to make any such use of Classic Avatars or Modified Classic Avatars.

4. Through-To-The-Audience Rights. The rights Creator grants in these Creator Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third-party services won't have separate liability to Creator or anyone else for UGC that Creator has made available on the Services or used on those third party services via Roblox's Services.

5. Ownership or Authorization Required to Upload. Creator must not upload or otherwise make any UGC available on the Services if Creator is not the owner of or is not fully authorized to grant rights in all parts of that UGC. Without limiting Creator's obligations under Section 8 of these Creator Terms (and all other obligations set forth in the Roblox Terms), Creator agrees to pay all amounts owed to any person as a result of Creator uploading or making UGC available on the Services.

6. Suspension of UGC Availability. Roblox may in its discretion suspend availability of or delete any UGC or other content on the Platform at any time and for any period of time, including in perpetuity, without notice if such UGC or other content violates intellectual property principles or any guidelines or policies associated with the Services or if Roblox determines in its discretion that any UGC does or may cause harm to the Services or to Roblox's reputation. Roblox is under no obligation of any kind to Creator for suspending any UGC in accordance with this Section 1(b)(iv).

7. Infringement & DMCA. Roblox fosters creativity and respects the intellectual property rights of all owners of intellectual property, including Creators. Any copyright owner or an agent of a copyright or trademark owner (including other

Creators who are owners or agents of a copyright or trademark owner) who believes that any content on the Services infringes upon its copyrights or trademarks and whose complaint does not concern UGC subject to the User-to-User Complaint Process may submit a notification pursuant to the Digital Millennium Copyright Act as further outlined in Section 5 of the User Terms. As referred to above, Roblox has a policy of terminating in appropriate circumstances Users who Roblox determines, in its sole discretion, are repeat infringers as contemplated by the Digital Millennium Copyright Act.

8. Limitations on Use of UGC. Notwithstanding Creator's ownership of UGC (other than Modified Classic Avatars and the right to apply Virtual Items and other UGC to Classic Avatars and Modified Classic Avatars) as set forth in Section 1(b)(i) above and without limiting any other limitations set forth herein, Creator shall in no event use Creator's UGC (in any medium or format, including on the Platform or offline): (i) in a manner that is offensive, defamatory, sexually explicit, or otherwise objectionable (in each case, as determined by Roblox), (ii) in connection with false, defamatory, libelous or slanderous statements concerning Roblox or otherwise in a manner intended or reasonably likely to disparage Roblox or bring Roblox into public disrepute, or (iii) in a manner which is intended or reasonably likely to suggest or imply that Creator is affiliated with Roblox or that Roblox endorses Creator or its use of the applicable UGC.

## 2. Roblox Creator Economics

1. License to Robux. Creator's license to use Robux in connection with the Services is set forth in [Section 3](#) of the User Terms.

2. What can Creators Sell or Trade on the Platform? Creators can sell or trade Experiences and Virtual Items, which includes In-Experience Items and Metaverse Items.

3. Selling on the Platform: Roblox may allow Creators to sell Virtual Items and any other UGC on the Platform.

1. Roles Involved in Roblox Sales: There are three roles involved in the selling of Virtual Items and the operation of Experiences to generate Robux on the Platform and each of

those three roles may be entitled to a share of the Robux generated from an applicable sale. These three roles are:

- The Platform: The Platform is the space that Roblox has created to, among other things, allow Creators to sell Virtual Items to other Users on the Platform. As a condition of making this Platform available to Creators, Roblox is entitled to a share of the Robux generated from a sale on the Platform.
- The Creator: The Creator is the User that created the Virtual Item being sold in an Experience or elsewhere on the Roblox Platform, or (ii) the Experience through which Robux are being generated.
- The Distributor: The Distributor is either the Creator that owns the Experience in which Virtual Items are sold or Roblox where Roblox sells Virtual Items (for example in the Roblox Avatar Shop, formerly known as the Roblox “Catalog”).

2. The Robux Allocation. The current breakdown of how Robux generated from the sale of Virtual Items is outlined below (the “Robux Allocation”):

- The Platform’s Share: Roblox is entitled to 30% of the Robux generated from the sale of Virtual Items on the Platform. The Platform is always Roblox.
- The Creator’s Share: The Creator of an Experience or Virtual Item is entitled to 30% of the Robux generated from the sale of any Virtual Items on the Platform.
- The Distributor’s Share: The Distributor of a given Virtual Item is entitled to 40% of the Robux generated from the sale of such Virtual Item. For items sold on the Roblox Avatar Shop, Roblox would be considered both the Platform and the Distributor. For In-Experience Items, the Creator would also be considered the Distributor.

3. Examples to Better Understand the Roblox Allocation  
The following examples should help Creators to better understand the roles involved in the Roblox economy and how the Robux Allocation works in practice.

. Creator Sells a Virtual Item In the Roblox Avatar Shop: A Creator creates a Virtual Item in the form of a hat to be worn by a Roblox avatar, and makes that Virtual Item available for sale in the Roblox Avatar Shop. Upon the sale of the Virtual Item, the Robux generated from the sale would be divided as follows:

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§ The Creator receives 30% of the Robux generated from the sale.

§ The Platform (always Roblox) receives 30% of the Robux generated from the sale).

§ The Distributor (in this case Roblox, the Distributor of the Roblox Avatar Shop) receives 40% of the Robux generated from the sale.

. Creator Sells In-Experience Item in Experience created by that Creator: A Creator creates an Experience and creates an In-Experience Item in the form of a game-pass that can be used in that Experience which is sold within the Experience. Upon the sale of that Virtual Item, the Robux generated from the sale would be divided as follows:

- o The Creator receives 30% of the Robux generated from the sale.
- o The Platform (always Roblox) receives 30% of the Robux generated from the sale.
- o The Distributor (in this case the Creator, who created the Experience) receives 40% of the Robux generated from the sale (70% in total).

4. Changes to the Roblox Allocation. Roblox can, at any time, upon notice (via any reasonable means, including via email or through posting a notice on the Roblox website) (1) change the Robux Allocation, and (2) introduce features allowing certain elements of the Robux Allocation to be customized by those involved in a given sale.

5. Creator Responsibility for Sales on the Platform. Creator acknowledges that Roblox may, through the Services, on Creator's behalf, display and host Experiences and Virtual Items created by Creator to be enjoyed by other Users through the Services. When Creators receive Robux from a User through the Services, the transaction is between the Creator and the User – Roblox only facilitates by providing the Services. If Roblox returns Robux to a User (or another Creator) for items for which a Creator received the Robux, Roblox reserves the right to deduct or withhold an equivalent amount of Robux from such Creator.

4. Developer Exchange Program. Roblox allows certain Creators to participate in the Developer Exchange Program ("DevEx Program"). Creators that Roblox allows to participate in the DevEx Program may redeem Robux that they have earned through the sale of Virtual Items or through the operation of Experiences for U.S. currency based on an exchange rate and other requirements, policies and limitations that Roblox establishes in its sole discretion (the exchange rate and the general requirements, policies and limitations of DevEx are published [here](#)). Please note that the DevEx Terms describe the requirements that Creators will have to meet to participate in the DevEx Program. Developing Experiences that others will enjoy and spend time (and Robux) in is difficult and can take a lot of time. Roblox can't promise that Creator's Experience will be successful in developing a large audience or that the time, effort and expense that Creator spends developing, advertising or operating an Experience will be financially successful.

5. Engagement Based Payouts. Premium Robux Payouts are a way for certain Creators to potentially earn additional Robux based on how engaging an Experience is. Premium Robux Payouts may be modified or terminated by Roblox at any time in its sole discretion and with no obligation to any Creators as a result of such termination or modification.

6. Sale of Random Virtual Items.

1. If Creator provides Experiences that allow Users to acquire (with Robux or otherwise) for random Virtual Items, Creator must let Users know the odds of receiving each type of random Virtual Item (that a User might receive) before the User enters into the transaction to acquire the random Virtual Items.

2. An example: Creator's Experience allows a User to receive a virtual coin in exchange for Robux. The User then goes to a different place in the Creator's Experience and throws the coin into a fountain and gets a random Virtual Item. In this example, Creator must share the odds of receiving each type of random Virtual Item before the User throws the coin into the fountain.

3. Music on Roblox

1. Roblox. Roblox may choose to make sound recordings and the musical works contained therein as well as sound effects ("Licensed Music") available for Creator to use in Creator's UGC. Creator's use of the Roblox Licensed Music is subject to the following terms:

1. License. Roblox grants Creator a non-exclusive, personal, limited, revocable, non-transferable license only to: (a) synchronize Licensed Music into UGC ("UGC with Licensed Music"), only using the Services and during the period when Roblox makes that Licensed Music available; Roblox also grants to Creator the right to play, listen and interact with UGC with Licensed Music only on the Services. Creator is not required to provide, attribution for Licensed Music used by Creator in any UGC, but Creator can do so in Creator's discretion. For example, if Roblox identifies the owner of Licensed Music as APM Music, Creator can message that the Licensed Music is provided "Courtesy of APM Music."

2. 250 Track Limit. Solely for APM music that is made available by Roblox, Creator may not use Licensed Music to create a streaming service or music library within UGC, with Licensed Music nor may Creator charge Users to listen to a specific track of the Licensed Music. Creator has the right to place, play and have played up to 250 distinct tracks of Licensed Music at any one time in a single UGC with Licensed Music. Creator can replace existing tracks of Licensed Music in UGC

with new tracks at any time provided that there are no more than 250 tracks in such UGC at any one time.

3. Modifications/Derivative Works. Creator may modify the Licensed Music to synchronize into the UGC. Such modifications may include, but not be limited to, editing of the Licensed Music or using a portion of a track of Licensed Music or sampling of portions of the Licensed Music. All modifications to the Licensed Music are considered derivative works, and shall be included in the definition of Licensed Music. All rights to such derivative works are retained by Roblox and its licensors.

4. Creator Can Only Use Licensed Music on the Services. Creator will not export, extract or download, or provide a way for anyone else to export, extract or download the Licensed Music for use anywhere outside of the Services.

5. Losing the Right to Use Licensed Music. As Licensed Music is licensed by Roblox from third parties, Creator's rights to use Licensed Music is revocable at any time and for any or no reason in Roblox's sole discretion and without any liability to Creator. If Roblox revokes Creator's right to use Licensed Music (for any reason), Creator will have to remove such Licensed Music from Creator's UGC and cease all use of such Licensed Music. Roblox will try to provide Creator with advance notice before revoking any usage rights to Licensed Music, but Roblox reserves the right to do so with no advance notice. Roblox reserves the right to remove any UGC with Licensed Music from the Services at any time in its sole discretion and without any liability to Creator. Additionally, Roblox can take back Creator's rights to all or part of the Licensed Music (with or without notice) without any liability to Creator if Roblox determines that Creator's use of such Licensed Music may violate any guidelines or policies of Roblox or if Roblox otherwise determines that such Licensed Music may harm the Services or Roblox's reputation or if the Licensed Music is no longer available for distribution on the Service.

2. Special Rules for Music Written by a Creator. If Creator is a sole composer and/or writer of a musical work and is affiliated with a performing rights organization ("PRO"), then Creator must notify Creator's PRO in writing of the royalty-free license that Creator grants to Roblox through these Creator Terms. Creator is responsible for

complying with Creator's PRO's reporting obligations. If Creator is not the sole composer and/or writer of a musical work, Creator is responsible for ensuring that all co-composers and/or co-writers also notify their PRO in writing and Creator must have written proof of co-composers and/or co-writers approval to upload and use the musical work on the Services. If Creator owns the rights in and to a sound recording, but is not authorized to license the underlying musical works embodied in those sound recordings, then Creator must not upload or otherwise make those sound recordings available on the Services. If Creator has assigned Creator's rights to a music publisher, then Creator must get that music publisher's written consent or cooperation to grant the royalty-free licenses outlined in these Creator Terms. If Creator is a recording artist under contract with a record label, then Creator is responsible for making sure that Creator's use of the Services complies with the obligations that Creator has to Creator's record label. Remember, just because Creator wrote a musical work does not mean Creator has the right to let Roblox use it. Creator warrants that Creator possesses all necessary rights needed to upload and synchronize a musical work on the Platform. Creator also warrants that Creator fully owns and administers the musical work uploaded on the Platform throughout the world, that such musical work is completely original and that the upload and use of such musical work on the Platform will not infringe upon the rights of any third party, including but not limited to trademark, copyright or any other intellectual property right of any third party (including, without limitation, a PRO, a music label or music publisher or a union or guild). Creator is solely responsible for any necessary clearances and payments of any nature that may arise in connection with the use and synchronization of their original musical work or (works) on the Services, including without limitation any and all mechanical rights, public performance rights, and/or any other collection rights that may be claimed by PROs. Creator is also solely responsible for any union new use or re-use fees pursuant to the rules and regulations of any applicable union and/or guild agreements in connection with the upload and synchronization of the musical work on the Platform.

#### 4. Restrictions on Use of Services

In addition to any other restrictions set forth in the User Terms (including in [Section 6](#) of the User Term) or other Roblox Terms, Creator will not take any action in violation of these Creator Terms, including as set forth in this [Section 4](#)

1. No Copying. Roblox wants all Creators to develop their own ideas. Unless Creator has express written permission or a written license from whoever created the content or the UGC to publish the UGC or the content on the Services in accordance with these Creator Terms, Creator must not copy something Creator sees on the Platform or make some minor changes to others' UGC and pass it off as Creator's own. Roblox reserves the right to take any action against Creator for any improper copying such as deleting Creator's Account.

## 5. Disputes Between Creators & Users

1. Issues with UGC. Creators are responsible for all issues relating to their Experiences and Virtual Items, including handling complaints from Users in a quick and professional manner.

2. Returning Robux to a User. If Roblox returns Robux to a User for an Experience or Virtual Item, that a Creator received Robux for, Roblox has the right to deduct or withhold an equivalent amount of Robux from such Creator.

3. Disputes Between Creators and Other Users. If a Creator has a dispute with another Creator (or a User), that Creator must first engage in a mediation with a recognized mediator or mediation service before Creator goes so far as to sue another Creator (or a User) and try and amicably resolve the issue. This does not apply if Creator has a dispute related to someone copying Creator's UGC, which is covered under the DMCA in Section 1(b)(v) above. Please note that Roblox reserves the right to resolve any dispute which may result in termination of Creator's Account and any other action permitted by law, including but not limited to the recovery of civil or criminal penalties.

4. Escalation to Roblox. Notwithstanding the terms set forth in this Section 5, Users do have the ability to escalate issues with Creators to Roblox as further described in Section 7 of the User Terms. If Roblox chooses to take action in any dispute between a User and Creator, User and Creator agree that Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) is final and Creator and User will accept that decision. Creator agrees to work with Roblox in a timely manner to resolve all such issues, and failure to do so is a violation of these Creator Terms.

## 6. Disputes Between Creators & Roblox

Disputes between Creators and Roblox are handled according to [Section 16](#) of the User Terms.

## 7. Creator Representations & Warranties

Creator is responsible for Creator's UGC and represents and warrants that: (a) Creator is the creator and owner of, or has the necessary rights and permissions, to use and to authorize Roblox to use the license that Creator grants to Roblox in these Creator Terms; (b) Creator's UGC and the use of Creator's UGC as described in these Creator Terms does not and will not: (i) infringe, violate, or misappropriate any third-party right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (iii) require Roblox to get licenses from, or pay compensation or provide attribution to, any third parties; (iv) result in a breach of contract between Creator and a third party; or (v) cause Roblox to violate any law or regulation; and (c) Creator will comply with all applicable laws, rules and regulations and the Roblox Terms in Creator's use of the Services.

## 8. Creator Indemnities

Creator agrees that Creator will be responsible for Creator's use of the Services, and Creator agrees to defend and indemnify Roblox and Roblox's officers, directors, employees, consultants, affiliates, investors, business partners, subsidiaries and agents (together, the "Affiliated Parties") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) Creator's access to, use of, or alleged use of the Services; (b) Creator's violation of any part of these Creator Terms, any representation, warranty, or agreement referenced in these Creator Terms, or any applicable law or regulation; (c) Creator's violation of any third-party right, including any intellectual property right, publicity or privacy right, property right, or confidentiality obligation; or (d) any Dispute or issue between Creator and any third party. Roblox reserves the right, at Roblox's own cost, to take on the exclusive defense and control of any matter subject to indemnification by Creator (without limiting Creator's indemnification obligations with respect to that matter), and in that case, Creator agrees to cooperate with Roblox's defense of that claim.

## 9. Limitations of Liability

1. No Consequential Damages. IN NO EVENT WILL THE AFFILIATED PARTIES BE LIABLE TO CREATOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS),

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

2. Cap. THE AGGREGATE LIABILITY OF THE AFFILIATED PARTIES TO CREATOR FOR ALL CLAIMS (INCLUDING WARRANTY CLAIMS) OR CAUSES OF ACTION IS LIMITED TO (I) THE TOTAL AMOUNT PAID OR PAYABLE BY ROBLOX TO CREATOR UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, OR (II) TO THE EXTENT THAT ROBLOX HAS NOT PAID CREATOR ANYTHING IN THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, \$1000 (EXCEPT, IN EACH CASE OF THE FOREGOING (I) AND (II), AS NOTED IN THE ARBITRATION SECTION BELOW).

#### 10. Privacy

1. With respect to an Experience created by a Creator, Creator and Roblox both have the right to use data related to or obtained in connection with that Experience for their respective legitimate internal business purposes to support the Experience and for business analytics, such as: (i) for the improvement and development of the Experience; (ii) to comply with applicable laws (including law enforcement requests); (iii) to ensure the security of the Experience; and, (iv) to prevent fraud or mitigate risk. Creator agrees that, except as expressly set forth in these Creator Terms, Creator will not use or disclose any User data. Additionally, by using Creator Analytics, Creator agrees to the Creator Analytics Terms of Use, available [here](#).

2. With respect to the personal information of Users (“User PII”) (if and to the extent received by Creator), Creator will not (i) use User PII to provide services to any third party; (ii) use User PII to build, help build, track or supplement any segments, profiles, or similar records on any individual User, device, or browser across the Roblox platform or across any third party websites or platforms; (iii) use User PII to associate the behavior of any individual device, or browser with any segment, profile, or similar record, or supplement any such record based on data of Users; (iv) use User PII to associate any data of Users with any other personal information of the User; (v) sell, disclose, share, rent, lease, syndicate, modify, reverse engineer, decompile,

lend, or otherwise alter any User PII; (vi) use User PII for any unauthorized purpose in violation of any applicable law, including applicable privacy laws, or for any unauthorized purpose.

3. Roblox and Creator, respectively, (i) shall not knowingly sell any User PII (as the term “personal information” is defined by the California Consumer Privacy Act of 2018, and any rules or regulations made under it as amended from time to time, and (ii) have taken and will continue to take all reasonable measures to protect all User PII under their control or in their possession from unauthorized access by third parties.

#### 11. Roblox Disclaimers

The Services are provided “AS IS” and [Section 13](#) of the User Terms is incorporated herein by reference.

#### 12. Survival

Any part of these Creator Terms which by their nature should survive the termination of these Creator Terms, will survive such termination, including [Sections 1\(b\), 4, 5, 6, 8, 9, 10, 11, and 12.](#)

### Appendix A (China)

#### 1. PURCHASE OF CHINA DEV SERVICES

1. China UGC. From time to time, content created by creators (“**China Creators**”) that use Luobu Studio in the People’s Republic of China (excluding, for the purposes of these Roblox Terms, the Hong Kong and Macau Special Administrative Regions and Taiwan, “**PRC**”) may be available for purchase by User on the Services (“**China UGC**”). Such China UGC will be specifically identified on the Platform. China UGC is published on the Platform and Services by Roblox rather than the China Creators themselves. As a result, when User purchases or acquires China UGC (including Virtual Items and In-Experience Items), a few aspects are different from when User purchases other UGC. For example, Section 4(a)(1) of the User Terms applies to China UGC (inclusive of Virtual Items), save that references to “Creator” shall mean Roblox. Additionally, although Roblox shall be deemed to be the “Creator” in respect of all China UGC (and Roblox provides the Virtual Items), Roblox has made special contractual arrangements such that if User has any problems or concerns regarding the purchase of any China UGC User should first contact the applicable China Creator to

attempt in good faith to resolve the issue. If User is not able to resolve any such complaints or issues with the China Creator, then User may escalate to Roblox's Customer Service department completing the Customer Support Form (<https://www.roblox.com/support>). User agrees that if Roblox takes action to resolve any complaints or issues that Roblox's decision is final and User agrees to abide by that decision.

## 2. CREATOR UGC ON THE LUOBULESI GAME

1. Option to distribute Creator's China UGC on the Luobulesi Game. In addition to making China Creators' UGC available to other Users as Virtual Items on the Platform, Creator may be given the opportunity to make Creator's Experiences and Virtual Items available to players ("China Players") of the version of the Platform and Services published and operated in the PRC ("Luobulesi Game") by the "China Publisher"). Publishing Creator's Experiences and Virtual Items on the Luobulesi Game will be completely at Creator's option, and Creator has no obligation to do so. Experiences and Virtual Items that Creator chooses to make available to China Players ("Creator's China UGC") will be subject to review in accordance with this Section 2.1. To the extent made available in the Luobulesi Game, Creator's China UGC will be deemed published by the China Publisher. If a China Player purchases Creator's China UGC, Creator may be eligible to earn Robux from Roblox in accordance with Section 2.10, below. However, the purchase of Creator's China UGC by a China Player will not establish any form of contractual relationship between Creator and that China Player. Rather, Creator's China UGC will be sub-licensed to the China Player by the China Publisher. Sections 1(b) and 2 of the Creator Terms shall not apply to Creator's China UGC to the extent that they are inconsistent with Sections 2.4 and 2.10.

2. Requirements for distributing Creator's China UGC on the Luobulesi Game. In order to make Creator's China UGC available to China Players on the Luobulesi Game, Creator must have registered a real-name verified account with the China Publisher (as required by PRC laws and regulations) and have accepted the Terms of UGC Submission to Luobulesi Game ("China Game UGC Submission Terms").

3. Submission of Creator's China UGC. Creator may use the Services to submit Creator's China UGC to the China Publisher for possible inclusion in the Luobulesi Game in accordance with the China Game UGC Submission Terms. All submissions of Creator's China

UGC for such inclusion are subject to Roblox's, its licensees or the China Publisher's (together, "**Reviewing Entities**") review process, the China UGC Requirements, and policies set out on the forums operated by us for Creators (Roblox Developer Forums).

4. License of Creator's China UGC. Creator retains all copyrights that Creator may hold in Creator's China UGC. Creator hereby grants and agrees to grant to Roblox a perpetual, irrevocable, worldwide, non-exclusive, royalty-free transferable license, with a power to sub-license through multiple levels to any person or entity (including, but not limited to, to the China Publisher), in respect of Creator's China UGC, in whole or in part to:

1. distribute, host, store, transfer, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, enhance, distribute, and use Creator's China UGC that Creator uploads or makes available on the Services in whole or in part (and any trademarks owned or controlled by Creator that are associated with and uploaded to the Platform or the Luobulesi Game by Creator for use with Creator's China UGC); and

2. use Creator's China UGC and associated username to publicize or market the Services or Luobulesi Game, any UGC, and tangible items related to the Services or Luobulesi Game in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of the Services or Roblox or the Luobulesi Game, even if Creator has exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws. Roblox's right to market and advertise the Services or Roblox using Creator's China UGC will not include using Creator's China UGC in marketing and advertising that is focused solely on promoting Creator's China UGC (as reasonably determined by Roblox) as part of the Services without Creator's approval, but Roblox can generally reference, as determined by Roblox, Creator's China UGC with other UGC or material (and without Creator's approval) to promote, market or advertise the Services, the Luobulesi Game or Roblox. Roblox may also use Creator's China UGC for non-commercial and educational uses to promote the Services or the Luobulesi Game (and Roblox will reasonably determine whether a use is non-commercial or educational).

5. Through-to-the Audience Rights. All of the rights Creator grants in these Roblox Terms are provided on a through-to-the-audience basis, meaning that Roblox, its licensees, the China Publisher, and owners or operators of third party services will not have any separate liability to Creator or any other third party for UGC that Creator makes available on such third party services via the Service or the Luobulesi Game.

6. UGC Requirements. In addition to Creator's compliance with these Roblox Terms, including, without limitation, Sections 3 and 7 of the Creator Terms, each item of Creator's China UGC that Creator submits must comply with PRC laws and regulations and the China UGC Submission Checklist document (the "**China UGC Requirements**").

7. Review of Creator's China UGC. Any Reviewing Entity may review, filter and modify UGC as it sees fit before the China Publisher determines whether to distribute Creator's China UGC to any China Player for publication on the Luobulesi Game in its sole discretion. The Reviewing Entity's review and the China Publisher's determination with regard to publication shall be final.

8. No obligation to distribute Creator's China UGC. For the avoidance of doubt, neither Roblox nor its licensees have any obligation to permit distribution by China Publisher of any of Creator's China UGC on the Luobulesi Game, and the China Publisher has no obligation to publish any of Creator's China UGC on the Luobulesi Game.

9. Re-filtering of Creator's China UGC. In the event of any change in applicable laws, regulations, China UGC Requirements, rules, policies, or for any other reason, the Reviewing Entities shall have the absolute discretion to (a) modify or filter published Creator's China UGC on the Luobulesi Game; and/or (b) suspend or terminate the distribution and publication of any of Creator's China UGC on the Luobulesi Game, in whole or in part, at any time. Any Reviewing Entity may contact Creator in connection with any action taken in accordance with this Section, and Creator may be given an opportunity to remedy or amend Creator's China UGC and to resubmit it for publication.

10. Earning Robux for Creator's China UGC. Creator may earn Robux from Roblox in connection with the purchase of Creator's China UGC

by China Players on the Luobulesi Game. These Robux shall be calculated in accordance with the Developer Exchange Terms of Use.

11. Group China UGC. The Owner of a Group also has authority to elect whether or not to accept the opportunity to make UGC created by the Group available on the Luobulesi Game for purchase by China Players in accordance with these Roblox Terms, and Section 1(a)(vii) of the Creator Terms shall continue to apply. For avoidance of doubt, Robux earned by Group UGC shall be generated in accordance with the DevEx Policy.

## Appendix B (Japan)

### 1. Assignment and Assumption

Effective as of March 31, 2021 (the “Effective Date”), all of the rights, duties, interests, claims, and obligations of Roblox Corporation as an issuer of Robux (whether arising prior to or after the Effective Date) in connection with users in Japan are agreed to be transferred and assigned to, and assumed by, Roblox Godo Kaisha (“Roblox Japan”). By using the Services, User consents and approves the said transfer and assignment. On or after the Effective Date, Roblox Japan should be deemed as the issuer of Robux to Users in Japan.

### 2. Characteristics of Robux

In Japan, Robux can only be used for purchasing the Services which Roblox provides on the Platform. In relation to any of the Virtual Items, Experiences, and other things created by Creators (each, a “Creator Item”), User may use Robux to purchase Roblox services to make a Creator Item available on the Platform, provided that the Creator will be solely responsible for the Creator Item. The Roblox Terms, including, but not limited to, Section 2(c) of the Creator Terms, shall be interpreted to reflect the aforesaid principle.

### 3. “Earned” Robux and DevEx Program

If User is allowed to participate in the DevEx Program as a Creator and “earn” Robux under the DevEx Program, then User may redeem “earned” Robux as provided in Section 2(d) of the Creator Terms. It should be noted that “earned” Robux are different from Robux as issued by Roblox Japan in terms of the fact that Section 2(d) of the Creator Terms only apply to “earned” Robux.

### 4. Receiving Payments through the Services

Notwithstanding anything to the contrary as provided in the Roblox Terms, including, but not limited to, Sections 2(c) and 2(d) of the Creator Terms, payments by the User for a Creator Item shall be made to Roblox in consideration of Roblox's services to make the Creator Item available to the User on the Platform, provided that the Creator assumes any and all responsibilities for the Creator Item, as though Roblox is acting solely as a facilitator by providing the Creator and the User with the Services. Roblox will make payments to the Creator, in accordance with Section 2 of the Creator Terms and any "share of Robux" allocated to Roblox shall be interpreted to constitute Roblox's commission from those payments for providing the Services, certain aspects of customer service, moderation, and other services.

## 5. Priority

If there is any inconsistency or conflict between the Roblox Terms and the supplemental provisions, the supplemental provisions shall prevail.

## Appendix C (EUROPEAN UNION/EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM)

### 1. Priority

If there is any inconsistency or conflict between the Roblox Terms and the supplemental provisions, the supplemental provisions shall prevail.

### 2. Legal Agreement

Notwithstanding anything to the contrary in the Roblox Terms, including, but not limited to, Section 1(a) of the User Terms, User's agreement to the Roblox Terms is signified by registering on the Platform.

### 3. Purchase of Robux and virtual items

User may have the ability to purchase Virtual Items in the Services using Robux. User can purchase Robux against the displayed price within the Services. When User selects one of the available amounts of Robux, User will be asked to complete the purchase within User's Account and to select one of the available payment methods. Currently, Roblox offers payment via debit / credit card, PayPal, gift cards (for Roblox's browser app), Google Play, iTunes, Amazon (for Roblox's mobile apps), as well as in-app purchases for Roblox's Xbox One app. In Roblox reasonable discretion, Roblox may amend the available payment methods from time to time. The purchase contract will be concluded at the moment where User clicks on the "Pay Now" button (or other similarly designated purchase button) and the transaction is successfully completed. As a deviation

from the Terms, in particular from Section 4 (a) (i) of the User Terms and Section 2 of the Creator Terms, there will not be a direct contractual relation between Creators and Users. If you acquire virtual items, experiences, and other things against payment of Robux, such acquisitions shall always be concluded between you and Roblox, and Creators shall always act on behalf of Roblox.

#### 4. Absolute right in Robux

As a deviation from Section 3(e) of the User Terms, and except in connection with User's violation of a Roblox guideline or policy or User's breach of any of the Roblox Terms, Roblox may exercise Roblox's absolute right in Robux in Roblox's reasonable discretion only with effect for the future (i.e. no effect on Robux User already validly holds) and without effect to any notice, refund, compensation or liability Roblox may have to User under this Appendix C or binding applicable law. The remaining provisions of Section 3(e) of the User Terms shall remain unaffected.

#### 5. DevEx

1. Participating in DevEx. As a deviation from Section 2(d) of the Creator Terms, User may redeem Robux for U.S. currency based upon an exchange ratio determined by Roblox and as potentially amended from time to time based upon requirements, procedures, and limitations established by Roblox in Roblox's reasonable discretion with effect for the future (e.g. to compensate for inflationary fluctuations). The current exchange ratio is accessible [here](#).

#### 6. Refundability of payments

Nothing in these Terms shall limit any statutory rights to refunds Users may have under applicable law.

#### 7. Limitation of liability

Sections 1(c), 13(b)-(c) and 14 of the User Terms and Section 9 of the Creator Terms do not apply. Instead, Roblox shall be liable for damages exclusively according to this clause.

1. Roblox's liability is unlimited for damages arising out of death, injury to body or health based on a breach conducted by a legal representative or designated agent of Roblox, as well as for damages that arise from the lack of a guaranteed characteristic or in case of fraudulent intent.

2. Roblox's liability is unlimited for damages caused by Roblox, a legal representative of Roblox, or designated agent of Roblox by intent or gross negligence.

3. In case of a slight negligent breach of a contractual core duty Roblox shall, except in the cases set out in this Section 8A, B and D of this Appendix C, only be liable to the amount of the typically foreseeable damage. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on.

4. Liability pursuant to mandatory applicable law remains unaffected.

5. The limitation period for claims for damages shall be one (1) year, except in case of Section 8A, B and D of this Appendix C where the statutory statute of limitations shall apply.

## 8. Governing Law

As a deviation from Section 16(e) of the User Terms, to the extent that the mandatory law of User's place of residence is more favorable than California law, the law of User's place of residence shall apply.

## 9. Resolution / Arbitration of Disputes

1. If User is a consumer (i.e. an individual who, in contracting with Roblox, is acting for purposes which are outside User's trade, business, craft or profession), Section 16(c) and 16(d) of the User Terms shall not apply and Section 7(b) of the User Terms shall not exclude User's recourse to the courts.

2. Roblox is neither required nor willing to participate in any alternative dispute resolutions schemes with a consumer arbitration panel. Rather, Roblox strives to resolve any conflicts as set out in Section 7(b) of the User Terms. However, please note that the European Commission has set up an Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> that provides information about alternative dispute resolution in the European Union that may be of interest.

## 10. Notice to California Residents

Section 17 of the User Terms does not apply.

#### 11. Survival

As a deviation from Section 19(b) of the User Terms, Section 7 of this Appendix C should survive termination.

#### 12. General

As a deviation from Section 19(a) of the User Terms, its provisions on the period for any cause of action shall not apply.

#### 13. Consent to Electronic Communications

Section 19(e) of the User Terms does not apply. If Roblox has received User's email address in the context of the sale of a product or a service, Roblox may use it for direct marketing of Roblox's own similar products or services provided that Roblox has clearly and distinctly given User the opportunity to object, free of charge and in an easy manner, to such use of User's email address upon their collection and on the occasion of each message in case User has not initially refused such use.

#### 14. Revocation Policy

If User is a consumer (i.e. an individual who, in contracting with Roblox, is acting for purposes which are outside User's trade, business, craft or profession) and if User uses payable services of Roblox (e.g. if User purchases Robux or a membership), including under but not limited to Section 3(d) of the User Terms, User may revoke the contract for the payable Services under the following conditions

##### 1. Information concerning the exercise of the right of withdrawal

1. Right of withdrawal. Subject to Section 14D, below, User has the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of this contract. To exercise the right of withdrawal, User must inform Roblox (Roblox Corporation, Customer Support, 970 Park Place, Suite 100, San Mateo, CA 94401) of User's decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or through our [Customer Support Form](#)). User may use the below-referenced model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for User to send

User's communication concerning User's exercise of the right of withdrawal before the withdrawal period has expired.

2. Effects of withdrawal. If User withdraws from this contract, Roblox shall reimburse to User all payments received from User, including the costs of delivery (with the exception of the supplementary costs resulting from User's choice of a type of delivery other than the least expensive type of standard delivery offered by Roblox), without undue delay and in any event not later than 14 days from the day on which Roblox is informed about User's decision to withdraw from this contract. Roblox will carry out such reimbursement using the same means of payment as User used for the initial transaction, unless User has expressly agreed otherwise; in any event, User will not incur any fees as a result of such reimbursement.

2. Model withdrawal form

To Roblox Corporation, Customer Support, 970 Park Place, Suite 100, San Mateo, CA 94401

I/We hereby give notice that I/We withdraw from my/our contract for the provision of the following service (please list the services), Ordered on/received on (please include the applicable date)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

3. Exceptions from the right of withdrawal. The right to withdrawal may not exist in respect of distance or off-premise contracts for

1. the supply of goods made to User's specifications or clearly personalized;

2. the supply of digital content which is not supplied on a tangible medium if the performance has begun with User's prior express consent and User's acknowledgment that User thereby loses User's right of withdrawal.

4. Expiry of the right of withdrawal. Please note that by purchasing Robux or digital content from Roblox, User agrees to the immediate performance of the contract and thereby loses User's right of withdrawal.

## 15. EU Dissemination of Terrorist Content Online Regulation

Roblox has appointed DP-Dock COR Services GmbH in Germany as representative and point of contact according to Regulation (EU) 2021/784 of the European Parliament and of the Council of 29 April 2021 on addressing the dissemination of terrorist content online (Terrorist Online Content Regulation), which can be reached via tco-reports@roblox.com.

Last Updated: April 14, 2023

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# EXHIBIT 2

# Roblox Privacy and Cookie Policy

Please find the shortened version of our Privacy Policy below. Please click the title of each section to expand for the full details of our Privacy Policy.



## ► 1. About Roblox and this Privacy Policy

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Your privacy is important to us. This Privacy Policy tells you about the information we collect when you use our websites and app, how we use it, and who we share it with. This Policy covers the Roblox [Services](#).

Roblox is a global company, and this Policy is for everyone around the world. Roblox has to follow laws designed to protect personal information in the many different countries where our users live. For example, we comply with the Children's Online Privacy Protection Act ("COPPA") in the US, the General Data Protection Regulation ("GDPR") in the EU, the Data Protection Act of 2018 in the UK, and the Brazilian General Data Protection Law ("LGPD") in Brazil.

Roblox is also committed to protecting the privacy of children (i.e., users under the age of 13 under COPPA). See the ["Children's Privacy and Parental Controls"](#) section below for more information about your rights as a parent or legal guardian.

To learn more about COPPA, you can consult the US Federal Trade Commission's COPPA website:  
<https://www.ftc.gov/news-events/topics/protecting-consumer-privacy-security/kids-privacy-coppa>.

You can learn more about COPPA, by looking at this simple guide from the kidSAFE Seal Program – [www.kidsafeseal.com/knowaboutcoppa.html](http://www.kidsafeseal.com/knowaboutcoppa.html).

If you have any questions, comments, or concerns regarding this Privacy Policy and/or our data practices, please contact us at the following support form, telephone number, or mailing address:

### [Customer Support Form](#)

(888) 858 - BLOX

Roblox Corporation

Attn: Roblox Privacy Manager

Address: 970 Park Place, Suite 100

San Mateo, California, 94403

[privacy@roblox.com](mailto:privacy@roblox.com)

For users based in the European Economic Area (EEA), the United Kingdom, or Switzerland, [you may also](#) contact our Representative according to Articles 17 EU and UK GDPR in the European Union:

EEA:

Tel: +49 (0) 40 99999 - 3430

DP-Dock GmbH

Attn: Roblox Corporation

Ballindamm 39 / Ecke Jungfernstieg

20095 Hamburg, Germany

UK:

DP Data Protection Services UK Ltd.

Attn: Roblox Corporation

16 Great Queen Street

Covent Garden, London, WC2B 5AH, United Kingdom

If you are a user based in Brazil, you may contact our Brazilian Data Protection Officer regarding your personal data by emailing us at [privacy@roblox.com](mailto:privacy@roblox.com).

## ► 2. Definitions

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For the purposes of our services, the definitions are as follows:

“Children” or “Child” means any user under the age of 13.

“Personal Information” means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier.

“Platform” means our Roblox platform, the ultimate virtual universe where imagination rules.

“Privacy Policy” or “Policy” means this Roblox Privacy Policy.

“Processing” means any operation which is performed on Personal Information, such as collection, recording, organization, structuring, storage, adaptation or any kind of disclosure or other use.

“Service” means any service or application offered by Roblox, such as allowing users to develop Platform experiences, connect with others, and use content created by you and other users. It includes websites on the roblox.com domain, our Roblox mobile, virtual reality and Xbox apps, the Roblox Player, the Roblox Studio, and our other websites, products, software, applications, content, data feeds and other services on which an authorized link to this Policy is posted.

Any other capitalized term that is not defined in this Policy is defined and has the meaning set out in our [Terms of Use](#).

[Expand All +](#)

## ► 3. Information Collected on our Corporate Websites

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We have a number of corporate websites, such as [corp.roblox.com](http://corp.roblox.com) and [blog.roblox.com](http://blog.roblox.com). These sites explain our technology and who works at Roblox. There is news on there about the company and we let people know about job openings that they can apply for at Roblox. There is also information on there for parents in the resources section. While these websites are generally aimed at adults, you can also visit them to learn more about Roblox as a company.

We only collect information from people on these websites when someone is applying for a job or interested in partnering with Roblox.

## ► 4. Information You Provide when Setting Up an Account on Roblox

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Everyone on Roblox has to create an account in order to participate in our experiences.

When you create a Roblox account, we will ask you to choose a unique username and password. We require this information so that you can log into your account and participate in Service features. We do not use usernames to identify individual users outside of their activities on our Service.

We will also ask you for your date of birth, your gender, the country you live in and which language you speak so we can customize your experience on Roblox.

You must not create a username that includes your real name or other Personal Information. It is also important to create a password that is not easy to guess. You may share your password with your parent(s) or legal guardian, but never share it with anyone else, not even your friends.

You can also add an email address to your account in case you cannot remember your password and need to reset it.

Users may be asked to provide or may choose to add an email address to their account for added verification and/or to enable certain features. The primary purpose for this email address is to provide account security, since this is the only way for Roblox to check the authenticity of an account owner. In this circumstance, children are asked to provide a parent email address. Users may change the email address associated with their account at any time; however, a notification will be sent to the previously provided email address upon making that change.

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## ► 5. Additional Personal Information We Collect When You Use Roblox Features

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You don't have to share any additional personal information with us (other than the information described above) to use our websites or app.

We may collect other personal information when you use our other features and services of the Service. For example, when you make purchases on the Service, if you or your parents buy Robux, we will collect additional information from the buyer in order to take the payment such as your name, billing address, email address and payment card details or other payment information.

When you use voice chat or type content on Roblox in public chat, private chat, forums, group walls, personal posts or portfolios, we will monitor what you say and write to check that it does not contain inappropriate content, your personal information, or chat that is not suitable for users to have on Roblox.

If you contact us, for example, about a problem with our services, we may collect your contact information, such as your email address and other important information about your issue or concern. We will only use this information to solve your problem/concerns and to be able to reply to you.

When you browse and use our websites and app we might collect information about your actions on the website and app to make your experience better. For example, we might look at your search history and suggest other games that are similar.

We might also collect information from your device when you visit our websites, as outlined in the "[Cookies and Similar Technologies](#)" section.

If you or your parent(s) want more information about the additional personal information we may collect, it can be found in the detailed section of our full privacy policy.

Any information that you give to us or that we collect might be used to:

- keep the website and/or app running and to improve it;
- give you access to the website or app and additional features, or to restrict your access;
- make the content on the website or app personalized to you and make it easier for you to use;
- help you look after your Roblox account, like changing your account settings, and pay for Robux;
- detect security incidents and protect against bad or illegal activity, and find those responsible for that activity; and
- protect your safety.

If your parents want more detail about this, they can view our full privacy policy.

[Expand All +](#)

## ► 6. Cookies and Similar Technologies

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We use tracking technology (such as "Cookies") on our websites and app to help us understand and improve our service, as well as to understand your preferences. A Cookie is a small text file that allows us to remember your actions and preferences on the website (such as your login details, your language settings and your font size preference) over a period of time so you don't have to re-enter them whenever you come back to the website or browse from one page to another. We will also remember your favorite games and friends.

If your parents or guardians want more information about Cookies and similar tracking technology, they can view our full privacy policy.

## ► 7. Information Sharing

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Roblox doesn't sell your information to other companies for them to use as they want.

Roblox does have relationships with some companies that help us provide our services (for example, when you or your parent purchase Robux), so we may provide some of your information to them, but only because we need to in order to complete your transaction.

We also hire other people and companies to perform services for us. A list of some of the companies we may use to perform these functions can be found in the detailed version of our privacy policy. The other companies are only allowed to use the personal information we share with them to complete tasks that we hire them to do. They are not allowed to sell your personal information or use it for their own purposes.

### *Public forums and community areas*

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There are some areas on Roblox such as in game chat where you can communicate with other Roblox users. These are public places and anything you share in these areas is available to other Roblox users who can access the same places. You should remember this before you post any information in these public areas. As you know, Roblox wants to create a safe space for all its users, so we do not allow you to share any personal information about yourself such as your name, where you live, or your email address.

### *Creators*

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We share your username, display name, game metrics, which may be tied back to individual users, regional location, UGC transaction details, and user ID with the creators of the experiences you access or content you engage with.

If you or your parents or guardians want details about our legal disclosures, business transfers and other important content, they can view our full privacy policy.

## ► 8. Security and Data Retention

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The security of your information is important to us. We have measures in place to protect it against loss, misuse, or tampering. However, no security measures are 100% effective, so we cannot guarantee against these risks.

### *How long do we keep your information for?*

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We will only keep your information for as long as we need to.

For more information, please review the detailed version of our full privacy policy.

## ► 9. External Links

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Sometimes you may find a link to another company's website on our website or app. We aren't responsible for that company's privacy policies or content. If you are being directed to another site, we may display a warning message to give you a heads up.

## ► 10. Children's Privacy and Parental Controls

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As a user you are entitled to additional protections for your information and privacy online. When you register an account with Roblox, we make sure your account is set to a restrictive mode, which means that you won't have access to certain features, such as social media links, if you are not 13 or over and your text filtering will be restricted. These additional measures are in place to keep you as safe as possible online.

If your parent or guardian's email address is provided to us when you create an account on Roblox, we will share information about your account with them by email. We can also invite your parent or guardian to review or update settings and approve your account.

If you or your parents or guardian would like more information about the restrictive account mode, or parental controls available to them, please review our full privacy policy.

If you are a parent and need to make changes to your child's account, you can contact us by completing this [Customer Support Form](#).

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## ► 11. Accessing, Updating, and Deleting Your Personal Information

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If you want to fix any of your personal information, or if you want us to delete your personal information, you can contact us by completing this [Customer Support Form](#). Select the desired option under the Data Privacy Requests. To protect your privacy, we will take steps to verify your identity before fulfilling your request.

We will get back to you within a reasonable timeframe.

## ► 12. Storage and International Transfer of Your Personal Information

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Roblox stores your information in the United States.

The privacy laws of the United States may not be as strict as those in your country (especially if you live in the EU or the UK), but we take reasonable steps to protect your information and your privacy rights.

## ► 13. Your Privacy Rights in California

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If you live in California, you may have additional rights when it comes to your information. You can ask us to:

- Give you a copy of the personal information we have collected about you in the last year;
- Fix your personal information if it is incorrect;
- Delete some of your personal information;
- Refrain from selling or sharing your personal information for cross-context behavioral advertising purposes; and
- Request us to stop using your information in some situations.

If you want to understand more, please review our full privacy policy and our CPRA Privacy Policy.

## ► 14. Your Privacy Rights if you live in the EEA, UK or Switzerland

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[Expand All +](#)

If you live in the EEA, the UK or Switzerland, you may have additional "rights" when it comes to your personal information. You can ask us to:

- Tell you what information we have about you and what we do with it;
- Fix your personal information if it's incorrect;
- Delete your information.

If you want to understand more, you can refer to the full privacy policy.

If you have reason to, you can complain about how we are using your information by emailing us at [roblox@gdpr-rep.com](mailto:roblox@gdpr-rep.com). You can also complain to a "data protection authority". You can find out about which "data protection authority" to complain to in your country [here](#).

## ► 15. Additional Information for users in Brazil

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If you are a resident of Brazil, you may be entitled to additional privacy rights. Please review the detailed section of our privacy policy in Section 15.

If you live in Brazil, you may have additional "rights" when it comes to your personal information. You can ask us to:

- Tell you what information we have about you and what we do with it;
- Fix your personal information if it's wrong;
- Delete your information.

If you want to understand more it might be useful to ask your parent or guardian to explain this section to you. Your parent or guardian can refer to the detailed version of this Policy.

If you have reason to, you can complain about how we are using your information by emailing us at [privacy@roblox.com](mailto:privacy@roblox.com). You can also complain to the National Data Protection Authority of Brazil at [anpd@anpd.gov.br](mailto:anpd@anpd.gov.br).

## ► 16. State Privacy Rights

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If you are a resident in certain states, you may have additional rights.

## ► 17. Privacy Policy Changes and Updates

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We update this privacy policy sometimes, so you should review this site regularly. We always publish the date of the latest version at the bottom of this page.

If we make any major changes, we will let you know by email (if we have your email address) or by showing a prominent notice on this website or in app prior to the change becoming effective. If required by law, we will obtain your parent's consent if any of these changes impact the data we've collected from you in a less protective way.

*Last Update: March 15, 2023*

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Summary	Detailed Privacy Policy
1. About Roblox and this Privacy Policy	
<p>Your privacy is important to us. This Privacy Policy tells you about the information we collect when you use our websites and app, how we use it, and who we share it with. This Policy covers the Roblox <a href="#">Services</a>.</p> <p>Roblox is a global company, and this Policy is for everyone around the world. Roblox has to follow laws designed to protect personal information in the many different countries where our users live. For example, we comply with the Children's Online Privacy Protection Act ("COPPA") in the US, the General Data Protection Regulation ("GDPR") in the EU, the Data Protection Act of 2018 in the UK, and the Brazilian General Data Protection Law ("LGPD") in Brazil.</p> <p>Roblox is especially committed to protecting the privacy of children (i.e., users under the age of 13 under COPPA). See the <a href="#">"Children's Privacy and Parental Controls"</a> section below for more information about your rights as a parent or legal guardian.</p> <p>To learn more about COPPA, you can consult the US Federal Trade Commission's COPPA website: <a href="https://www.ftc.gov/news-events/topics/protecting-consumer-privacy-security/kids-privacy-coppa">https://www.ftc.gov/news-events/topics/protecting-consumer-privacy-security/kids-privacy-coppa</a>.</p> <p>You can learn more about COPPA, by looking at this simple guide from the kidSAFE Seal Program – <a href="http://www.kidsafeseal.com/knowaboutcoppa.html">www.kidsafeseal.com/knowaboutcoppa.html</a>.</p> <p>If you have any questions, comments, or concerns regarding this Privacy</p>	

<p>Policy and/or our data practices, please contact us at the following support form, telephone number, or mailing address:</p> <p><u><a href="#">Customer Support Form</a></u>.</p> <p>(888) 858 - BLOX Roblox Corporation Attn: Roblox Privacy Manager Address: 970 Park Place, Suite 100 San Mateo, California, 94403 <a href="mailto:privacy@roblox.com">privacy@roblox.com</a></p> <p>For users based in the European Economic Area (EEA), the United Kingdom, or Switzerland, you may also contact our Representative according to Articles 17 EU and UK GDPR in the European Union:</p> <p><a href="mailto:roblox@gdpr-rep.com">roblox@gdpr-rep.com</a></p> <p>EEA: Tel: +49 (0) 40 99999 - 3430 DP-Dock GmbH Attn: Roblox Corporation Ballindamm 39 / Ecke Jungfernstieg 20095 Hamburg, Germany</p> <p>UK: DP Data Protection Services UK Ltd. Attn: Roblox Corporation 16 Great Queen Street Covent Garden, London, WC2B 5AH, United Kingdom</p> <p>If you are a user based in Brazil, you may contact our Brazilian Data Protection Officer regarding your personal data by emailing us at <a href="mailto:privacy@roblox.com">privacy@roblox.com</a>.</p>	
2. Definitions	
	For the purposes of our services, the definitions are as follows:

	<p>“Children” or “Child” means any user under the age of 13.</p> <p>“Personal Information” means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier.</p> <p>“Platform” means our Roblox platform, the ultimate virtual universe where imagination rules.</p> <p>“Privacy Policy” or “Policy” means this Roblox Privacy Policy.</p> <p>“Processing” means any operation which is performed on Personal Information, such as collection, recording, organization, structuring, storage, adaptation or any kind of disclosure or other use.</p> <p>“Service” means any service or application offered by Roblox, such as allowing users to develop Platform experiences, connect with others, and use content created by you and other users. It includes websites on the roblox.com domain, our Roblox mobile, virtual reality and Xbox apps, the Roblox Player, the Roblox Studio, and our other websites, products, software, applications, content, data feeds and other services on which an authorized link to this Policy is posted.</p> <p>Any other capitalized term that is not defined in this Policy is defined and has the meaning set out in our <u>Terms of Use</u>.</p>
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### 3. Information Collected on our Corporate Websites

We have a number of corporate websites, such as corp.roblox.com and blog.roblox.com. These sites explain our technology and who works at Roblox. There is news on there about the company and we let people know about job openings that they can apply for at Roblox. There is also information on there <u>for parents</u> in the resources section. While these websites are generally aimed at adults, you can also visit them to learn more about Roblox as a company.	Please note that our corporate websites (which may include corp.roblox.com, blog.roblox.com, and their subdomains) are general audience websites. On these sites, we may provide information regarding the corporate side of Roblox, press information, career information, and other general audience information. We may also ask for your name, email address, employment details if you send us a CV, resume or other details of your employment history in connection with an advertised job vacancy or a general inquiry regarding employment opportunities with us and other information so that we can provide corporate-related information to you or respond to your job application.
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<p>We only collect information from people on these websites when someone is applying for a job.</p>	<p>We may also ask for your name, email address, company information, and other details in connection with your business to fulfill your request for updates or materials from us. No experiences are available on the corporate websites. As such, the parts of this Privacy Policy that discuss experiences or discuss children are not applicable to the corporate websites.</p>
<p><b>4. Information You Provide when Setting Up an Account on Roblox</b></p>	
<p>Everyone on Roblox has to create an account in order to participate in our experiences.</p> <p>When you create a Roblox account, we will ask you to choose a unique username and password. We require this information so that you can log into your account and participate in Service features. We do not use usernames to identify individual users outside of their activities on our Service.</p> <p>We will also ask you for your date of birth, your gender, the country you live in and which language you speak so we can customize your experience on Roblox.</p> <p>You must not create a username that includes your real name or other Personal Information. It is also important to create a password that is not easy to guess. You may share your password with your parent(s) or legal guardian, but never share it with anyone else, not even your friends.</p> <p>You can also add an email address to your account in case you cannot remember your password and need to reset it.</p> <p>Users may be asked to provide or may choose to add an email address to their account for added verification and/or to enable certain features. The primary purpose for this email address is to provide account security, since this is the only way for Roblox to check the authenticity of an account owner. In this circumstance, children are asked to provide a parent email address. Users</p>	

may change the email address associated with their account at any time; however, a notification will be sent to the previously provided email address upon making that change.	
<h3>5. Additional Personal Information We Collect When You Use Roblox Features</h3>	
<p>You don't have to share any additional personal information with us (other than the information described above) to use our websites or app.</p> <p>We may collect other personal information when you use our other features and services of the Service. For example, when you make purchases on the Service, if you or your parents buy Robux, we will collect additional information from the buyer in order to take the payment such as your name, billing address, email address and payment card details or other payment information.</p> <p>When you type content on Roblox in public chat, private chat, forums, group walls, personal posts or portfolios, we will monitor what you write to check that they do not contain swear words, your personal information or chat that is not suitable for users to have on Roblox.</p> <p>If you contact us, for example, about a problem with our services, we may collect your contact information, such as your email address and other important information about your issue or concern. We will only use this information to solve your problem/concerns and to be able to reply to you.</p> <p>When you browse and use our websites and app we might collect information about your actions on the website and app to make your experience better. For example, we might look at your search history and suggest other games that are similar.</p> <p>We might also collect information from your device when you visit our websites,</p>	<p>In addition to account setup on Roblox, we may collect and process Personal Information from you directly if you use the following features and activities (as applicable):</p> <ul style="list-style-type: none"><li>• <u>When you make purchases on the Service.</u> Users can purchase virtual currency or premium subscriptions, for example, in the form of Robux, premium memberships, etc., and may use a variety of payment methods. When making purchases, users or their parents will be required to enter billing information, which may include name, billing address, credit card or other payment information, and billing email. Our payment processors will process all purchases, and you will be subject to their terms and conditions and privacy policy. Your billing information, transaction details, and purchase history may be retained and used by our payment processors to resolve subsequent billing disputes and inquiries.</li><li>• <u>When you post, share, or otherwise transmit comments, messages, or content on Roblox via community features, such as public chat or private chat, forums, group walls, personal posts, portfolios, etc.</u> We may collect these comments, messages, posts, and they may be monitored, filtered and moderated for purposes such as removal of profanity, Personal Information, and other inappropriate content. Where permitted by law, we may use pre-filtered chat, comments and messages for purposes such as training and improving our filter technology to increase the safety on our platform. For more information about our efforts to promote safety and civility, see our <a href="#">Community Standards</a>.</li><li>• <u>When you use or interact with Roblox for additional features that require the use of your camera or upload of files.</u> If you decide to use these features and upload content, we will collect, process, and store that content only</li></ul>

as outlined in the “Cookies and Similar Technologies” section.

If you or your parent(s) want more information about the additional personal information we may collect, it can be found in the detailed section of our full privacy policy.

Any information that you give to us or that we collect might be used to:

- keep the website and/or app running and to improve it;
- give you access to the website or app and additional features, or to restrict your access;
- make the content on the website or app personalized to you and make it easier for you to use;
- help you look after your Roblox account, like changing your account settings, and pay for Robux;
- detect security incidents and protect against bad or illegal activity, and find those responsible for that activity; and
- protect your safety.

If your parents want more detail about this, they can view our full privacy policy.

for as long as needed to accomplish the purpose of the feature.

- When you participate in our Roblox Developer Exchange Program. We require you to provide us with an IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). We may also ask you to verify your identity by providing a government issued photo ID through a third-party vendor. For more information on the Developer Exchange program, please visit our Developer Exchange Terms of Use.
- When you provide us with your phone number. If you choose to provide a phone number for verification, you may receive a verification SMS after sign-up to confirm your ownership of the number, which will allow you to log in via mobile. Your phone number may also be used to recover a lost or forgotten password. Additionally, with your explicit and informed consent, we may use your phone number to recommend you as a friend to others using Roblox. You will be recommended with your contact name as stored on your friends' devices, which may include also your real name. If you do not want us to use your phone number to be found by your friends on Roblox, please do not activate this feature or deactivate it at any time. Please note that the Discoverability feature may not be available in certain locations.
- When you provide us with your contact book. If you opt-in to the Contact Importer feature, you consent to sharing with Roblox the first and last names and phone numbers of your contacts in your address book on your mobile phone, either at the time you register for our Service or otherwise. We do so to help you connect with your friends on our Service. As part of the Contact Importer feature, we will automatically access and collect information in your address book from time to time in order to sync your contacts. Such information will only be retained in case of matches with existing Roblox users. However, our Contact Importer feature may not be available in certain locations.
- When you join our experiences on a VR platform. If you join our experiences on a VR platform, we will collect your physical movement information in order to replicate your movement in the experience. This

	<p>information is only used to provide the Service and is not stored.</p> <ul style="list-style-type: none"><li>• <u>When you contact or send communications to us.</u> For example, when you contact customer support, report a problem, or submit questions, concerns, or comments regarding our Service or its content, we may collect contact information such as your email address and other important information about your inquiry or concern. This information is used to respond to your communications, fulfill your requests, or provide other customer support.</li><li>• <u>When you use or interact with third-party plug-ins that may be available on the Service for users other than children.</u> This includes third-party social media widgets, share buttons, and/or login mechanisms. These features may include social plugins from Google, Facebook, Twitter or other platforms, and may be subject to the terms and conditions and/or privacy policies of these other companies as posted on their respective websites. When you use these features, certain information from your social media accounts may be accessed by or shared with Roblox, and likewise, certain information about your use of Roblox may be posted to your profile on those platforms.</li><li>• <u>When you participate in contests, competitions, sweepstakes, giveaways, prize draws or other promotions that we may run or sponsor on our Service.</u> These promotions may involve the collection and use of certain contact information (such as your name, email address, and/or phone number) for prize fulfillment purposes, as well as other information or content needed for the specific promotion. In some jurisdictions, we are required to publicly share information about the winners.</li><li>• <u>When you respond to or participate in voluntary research or surveys or studies.</u> These surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information.</li><li>• <u>When you request or agree to voice based services from Roblox.</u> With your consent, we may collect, process and store your voice recording to provide services and to increase</li></ul>
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the safety of our voice related services. We may use your voice recording for purposes such as training and improving our filter technology to increase the safety on our platform, except that we will not engage in these activities with private server voice chat recordings of EEA users.

- When you subscribe to other features or activities, which may be available to our users other than children. We may offer other features or activities on our Services from time to time, and you may be able to submit or upload Personal Information in connection with such features. The data being collected for such features and their intended uses will be evident at the time of data collection.
- When you browse, navigate, or otherwise interact with the Service. We collect information about your interactions with the Service and connect the information collected with your account to provide you a better user experience and ensure user safety. For example, we may collect information from a user's game state to detect violations of our Terms and to improve our ability to detect such violations. We also may collect information from your search history to provide you with similar recommendations or use your regional location to help you find friends on Roblox. In addition, we may collect information from your device when you visit our websites, as outlined in the "Cookies and Similar Technologies" section below. If you purchase, share, trade, or otherwise engage in a transaction involving UGC, information like your username and transaction details may be provided to the UGC creator.
- Information processed to enable advertising. To market our services, inter alia, via social media platforms in order to bring new users to our websites and to maintain and increase our user base, we may process Personal Information such as IP addresses, information on users' browsers or operating systems, including language settings, regional location information and user names or user IDs.

You are under no obligation to provide Personal Information to Roblox when requested. However, if you choose to withhold any requested information, we may

	<p>not be able to provide you with certain services and features.</p> <p>In addition to the specific uses above, any information that you provide or that we collect on the Service may be generally used for the following purposes:</p> <ul style="list-style-type: none"><li>● To operate, maintain, and improve the Service;</li><li>● To give you access to the Service and related features, or restrict your access;</li><li>● To personalize the Service or content on the Service, as well as make it more user-friendly;</li><li>● To allow you to manage your Roblox account or account information, update your account settings, and (where applicable) make purchases or subscribe to services;</li><li>● To communicate with you about the Service (product changes, feature updates, etc.);</li><li>● To provide technical support or customer service;</li><li>● To deliver advertising for our Services that may be relevant to your interests;</li><li>● To detect security incidents, protect against malicious, deceptive, fraudulent or illegal activity, and prosecute those responsible for that activity;</li><li>● To research technological development and demonstration;</li><li>● To identify and repair errors that impair existing intended functionality;</li><li>● To audit interactions, transactions, and other compliance activities; and</li><li>● To protect the integrity, safety, or security of the Service or our users, comply with legal obligations, or enforce compliance with our Terms of Use, or other restrictions placed on your use of the Service.</li></ul>
<h2>6. Cookies and Similar Technologies</h2>	
We use tracking technology (such as "Cookies") on our websites and app to help us understand and improve our service, as well as to understand your preferences. A Cookie is a small text file that allows us to remember your actions and preferences on the website (such as your login details, your language settings	<p>Like most websites, we use cookies and other standard internet technologies to help us improve our Service.</p> <p><i>Cookies and other identifiers</i></p> <p>A cookie is a small text file that is placed on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as login, language, font size and</p>

and your font size preference) over a period of time so you don't have to re-enter them whenever you come back to the website or browse from one page to another. We will also remember your favorite games and friends.

If your parents or guardians want more information about Cookies and similar tracking technology, they can view our full privacy policy.

other display preferences) over a period of time, for example so you don't have to re-enter them whenever you come back to the website or browse from one page to another.

A cookie can be classified by its lifespan and the domain to which it belongs. By lifespan, a cookie is either a:

- Session cookie which is erased when the user closes the browser; or
- Persistent cookie which remains on the user's computer/device for a pre-defined period of time.

As for the domain to which it belongs, there are either:

- First-party cookies which are set by the web server of the visited page and share the same domain (in this case roblox.com domain); or
- Third-party cookies stored by a different domain to the visited page's domain. This can happen when the webpage references a file, such as JavaScript, located outside its domain

#### *Pixel Tags/Web Beacons*

A pixel tag (also known as a web beacon) is a piece of code embedded in the Services that collects information about visitors' engagement on that web page. The use of a pixel allows us to record, for example, that a visitor has visited a particular web page or clicked on a particular advertisement.

#### *How we use cookies*

When you visit or access the Service, we may – by means of cookies, beacons, tags, scripts, and/or other similar technologies – automatically collect technical information about the devices and software you use to access the Service, such as the type of Internet browser or mobile device you use, the website or source that linked or referred you to the Service, your IP address or device ID (or other persistent identifier that uniquely identifies your computer or mobile device on the Internet), the operating system of your computer or mobile device, and other similar technical information. These same technologies (or a combination of them) may also be used to help us:

- Capture and store users' preferences, account settings, and certain login information (for convenience, user verification, and account security);
- Compile statistics and analytics about your use of and interaction with the Service, including details about how and where our Service is downloaded from or accessed, how often a user visits or uses the Service, the date and time of user visits to, and actions on, the Service, which areas of the Service are visited and for how long, information regarding in-game activities, and other similar traffic, usage, and trend data;
- Mobile analytic tools to allow us to better understand the functionality of our mobile software on your device and gain insights about how mobile software is used;
- Gather important functionality, testing, and performance data about our Service, including performance data related to our mobile application, the Roblox Player, and Roblox Studio, such as networking activity, CPU load, and resource usage, among other relevant data;
- Moderate user behavior on the Service, such as protecting against payment fraud and other inappropriate activities;
- Gather demographic information about our user base; and;
- Perform other similar functions.

We will not use cookies or similar technologies other than for the purposes stated in this Privacy Policy.

*Third party advertising and ad networks*

For our users that are children, Roblox partners with third-party advertising companies to serve contextual advertising (i.e., ads that are based on the content of the page the user is looking at rather than personal data about the individual), cap the frequency of advertising, and provide related uses permitted by COPPA. Roblox does not show behaviorally targeted or retargeted ads to children or track such users for the purposes of directing targeted advertising.

Roblox partners with third-party advertisers, ad server companies, and ad networks ("third-party advertising companies") to promote our Service. If you respond to one of our advertisements and visit or register to use our Service, we or our service providers may provide these third-party advertising companies with identifiers from your device or computer, such as an IP address or device ID, to help us analyze our user acquisition efforts.

NOTE: To disable advertising-related tracking at your request, companies may need to set an opt-out cookie on your browser. Sometimes a browser's configuration may prevent companies from setting such cookies, for example, if your browser is set to block all third-party cookies by default. Therefore, you may need to change your browser settings to accept cookies, in order to fully disable advertising-related tracking.

*Your choices*

For Roblox.com, please click on the link in the footer at the bottom of the page to access your cookie options. .

For all other sites, please clear your cookies and refresh your browser to display the cookie banner to access its settings.

Most web and mobile device browsers automatically accept cookies, but if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set.

Some browser manufacturers provide comprehensive help relating to cookie management in their products. Please see below for more information:

- Google  
Chrome: <https://support.google.com/chrome/answer/95647?hl=en-GB>,
- Microsoft Edge: <https://docs.microsoft.com/en-us/microsoft-edge/devtools-guide-chromium/storage/cookies>,
- Mozilla Firefox: <https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer>,
- Safari (Desktop): [https://support.apple.com/kb/PH5042?locale=en\\_US](https://support.apple.com/kb/PH5042?locale=en_US),
- Safari (Mobile): <https://support.apple.com/en-us/HT201265>,
- Android Browser: [https://support.google.com/nexus/answer/54068?visit\\_id=0-636612941590933601-131731679&hl=en&rd=1](https://support.google.com/nexus/answer/54068?visit_id=0-636612941590933601-131731679&hl=en&rd=1), and
- Opera: <https://www.opera.com/help>.

	<p>You can also learn more about cookies by visiting <a href="https://www.allaboutcookies.org/">https://www.allaboutcookies.org/</a>, which includes additional useful information on cookies and how to block or delete cookies that are already on your computer.</p> <p>Please note, however, that by blocking or deleting cookies used on the Service, you may not be able to take full advantage of the Service and you may not be able to log on to the Service or play the Roblox games.</p>
<h2>7. Information Sharing</h2>	
<p>Roblox doesn't sell your information to other companies for them to use as they want.</p> <p>Roblox does have relationships with some companies that help us provide our services (for example, when you or your parent purchase Robux), so we may provide some of your information to them, but only because we need to in order to complete your transaction.</p> <p>We also hire other people and companies to perform services for us. A list of some of the companies we may use to perform these functions can be found in the detailed version of our privacy policy. The other companies are only allowed to use the personal information we share with them to complete tasks that we hire them to do. They are not allowed to sell your personal information or use it for their own purposes.</p> <p><i>Public forums and community areas</i></p> <p>There are some areas on Roblox such as in game chat where you can communicate with other Roblox users. These are public places and anything you share in these areas is available to other Roblox users who can access the same places. You</p>	<p>Please note that Roblox has not and does not sell Personal Information about you to third-party companies for their independent purposes. Roblox may disclose your information for a business purpose as set forth below.</p> <p><i>Service Providers</i></p> <p>Roblox may share users' information, including Personal Information which includes but is not limited to billing information or usernames, with our third-party agents, contractors, or service providers who are hired to perform services on Roblox's behalf. These providers may operate or support certain functions of the Service. Below is an illustrative list of functions for which we may use third-party service providers, and the names of the providers we may use to perform these functions:</p> <ul style="list-style-type: none"><li>a. Account Integrity and Security (e.g., Veriff, Arkose Labs);</li><li>b. Analytics services (e.g., Google LLC);</li><li>c. User Acquisition services (e.g., AppsFlyer);</li><li>d. Community filtering and moderation services (e.g., CommunitySift);</li><li>e. Customer support services (e.g., Zendesk);</li><li>f. Surveys and promotions (e.g., Reach3);</li><li>g. Social Media Log-in (e.g., SAP Customer Data Cloud);</li><li>h. Billing services and payment gateway providers (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Xsolla); and</li></ul>

should remember this before you post any information in these public areas. As you know, Roblox wants to create a safe space for all its users, so we do not allow you to share any personal information about yourself such as your name, where you live, or your email address.

#### *Creators*

We share your username, display name, game metrics, which may be tied back to individual users, regional location, UGC transaction details, and user ID with the creators of the experiences you access or content you engage with.

#### *Legal disclosures, business transfers, and other important content*

If you or your parents or guardians want details about our legal disclosures, business transfers and other important content, they can view our full privacy policy.

- i. Hosting and content delivery network services (e.g., AWS, Equinix, CenturyLink, YouTube, Vimeo).

These third party service providers are only allowed to use the Personal Information shared with them for the specific tasks they've been hired to do and consistent with this Privacy Policy, and for no other purposes. They are not permitted to sell the Personal Information shared with them. Roblox takes steps to ensure that all service providers with access to Personal Information are capable of protecting the information we share with them. Personal Information collected through the SMS program, won't be shared, sold or rented to third parties.

#### *Public forums and community areas*

We offer users the ability to use forums and similar means of public discussion. If you use any messaging, posting, or chat functions on Roblox, you should be aware that any Personal Information submitted there will be available to anyone who has access to that content, including other users. This information can be read, collected, or used by other users of these forums, and it could be used to send unsolicited messages. We are not responsible for how other individuals use the information posted in this manner.

#### *Creators*

The creators of the experiences you access will be provided your username, display name, game metrics, which may be tied back to individual users, regional location you are located in, UGC transaction details, and user ID of the experiences you access or content you engage with. We offer creators a tool that allows them to review the regional location of origin of players to enable them to determine their player base, so they can adjust their experiences to the legal requirements of the respective regional location. For this purpose, we will determine the user's regional location of access to the Roblox website based on the IP address. We will not share your IP address with the creators.

#### *Legal disclosures*

We may disclose Personal Information about you as required or permitted by law and/or comply with a judicial proceeding, court order, or legal process served on our Service. To the extent permitted by applicable

	<p>law, we also may disclose Personal Information about you in response to a request from law enforcement agencies, regulators, or other public agencies (including schools or children services), or if we believe in good faith that such disclosure may prevent a crime, facilitate an investigation related to public safety or protect the safety of a child using our Service, protect the security or integrity of our Service, or enable us to take precautions against liability or to protect our rights.</p> <p><i>Business transfers</i></p> <p>Information about our users, including Personal Information, may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, sale of assets, or similar transaction, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets. Where required by applicable law, you will be informed of such disclosure and your consent obtained.</p> <p><i>De-identified information</i></p> <p>We share aggregated, automatically-collected, or otherwise de-identified information with third parties for various purposes, including (i) compliance with reporting obligations; (ii) for business or marketing purposes; (iii) to assist us and other parties in understanding our users' interests, habits and usage patterns for certain programs, content, services, advertisements, promotions and/or functionality available through the Services.</p>
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8. Security and Data Retention	
<p>The security of your information is important to us. We have measures in place to protect it against loss, misuse, or tampering. However, no security measures are 100% effective, so we cannot guarantee against these risks.</p> <p><i>How long do we keep your information for?</i></p>	<p><i>Security</i></p> <p>The security of your Personal Information is important to us. We have security measures in place to attempt to protect the personal or other sensitive information submitted to us against the loss, misuse and alteration of Personal Information under our control. While we cannot ensure or guarantee that loss, misuse or alteration of information will never occur, we use reasonable efforts to prevent it. No method of transmission over the Internet, or method of electronic</p>

<p>We will only keep your information for as long as we need to.</p> <p>For more information, please review the detailed version of our full privacy policy.</p>	<p>storage, is 100% secure, and we cannot ensure or warrant the security of any information you provide to us. To the fullest extent permitted by applicable law, we do not accept liability for unintentional disclosure.</p> <p>When using the Services or providing Personal Information to us, we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Services. If we learn of an incident that may qualify as a breach under applicable law, we will notify you consistent with applicable laws.</p> <p><i>Retention</i></p> <p>Roblox may retain users' account data internally for the following purposes:</p> <ul style="list-style-type: none"><li>• Billing information and transaction histories are retained to resolve subsequent billing disputes and inquiries;</li><li>• Publicly shared content and virtual items are retained for use by the community (e.g., a user-created virtual shirt sold to another user is kept in the system because the recipient now "owns" a copy of that item);</li><li>• User account history is retained to support subsequent customer service inquiries and to provide, improve and develop the Service;</li><li>• To promote safety and security on the Service; and</li><li>• To resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with our legal obligations.</li></ul> <p>We may retain your information for as long as is necessary for the purposes identified above, which may include retaining your information beyond the end of your use of the Service.</p>
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## 9. External links

<p>Sometimes you may find a link to another company's website on our website or app. We aren't responsible for that company's privacy policies or content. If you are being directed to another site, we may display a warning message to give you a heads up.</p>	<p>Our Service may, from time to time, contain links to external sites or applications. We are not responsible for the privacy policies or the content of such sites or applications. To make clear when you are linking to a third-party site or application, we may display a warning message informing you when you are leaving our Service.</p>
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10. Children's Privacy and Parental Controls	
<p>As a user you are entitled to additional protections for your information and privacy online. When you register an account with Roblox, we make sure your account is set to a restrictive mode, which means that you won't have access to certain features, such as social media links, if you are not 13 or over and your text filtering will be restricted. These additional measures are in place to keep you as safe as possible online.</p> <p>If your parent or guardian's email address is provided to us when you create an account on Roblox, we will share information about your account with them by email. We can also invite your parent or guardian to review or update settings and approve your account.</p> <p>If you or your parents or guardian would like more information about the restrictive account mode, or parental controls available to them, please review our full privacy policy.</p> <p>If you are a parent and need to make changes to your child's account, you can contact us by completing this <a href="#"><u>Customer Support Form</u></a>.</p>	<p>Children are entitled to added protections with regard to their Personal Information and privacy online. For this reason, when children register for the Service, their account is automatically set to a more restrictive mode. This means that child users will not have access to certain features, such as social media plug-ins, some forms of third-party advertising, and certain types of notification alerts.</p> <p>When a child creates an account on Roblox, we may collect a username, password, birthdate, and parent's email address. This information is used to give the child access to the Service (with certain default settings) and, if a parent's email is provided, to communicate with the parent about the child's account. For example, we may use the parent's email to send an email notification about the child's account creation and an invitation for the parent to review, update settings, and approve of their child's account. We will use the birthdate the child provides when signing up for the Service to determine which features on Roblox the child should have access to, and to determine when the child will be given broader access to features on our Service. In general, we will not use or share account information (including Personal Information) from your child's account, except as permitted under the applicable laws.</p> <p>We may share aggregated or otherwise de-identified information of a child (which is information that cannot be used to identify such child) with third parties for various purposes such as: (i) compliance with reporting obligations; (ii) business or marketing purposes; or (iii) to assist us and other parties in understanding our users' interests, habits and usage patterns for certain programs, content, services, advertisements, promotions and/or functionality available through the Services.</p> <p>To make any requests for changes to your child's account or requests for the removal of Personal Information collected about you or your child from our Service (as applicable), or to request that we stop the further collection or use of your or your child's Personal Information in connection with the Service (as applicable), please complete the Customer Support Form.</p>

	<p>We offer all accounts, including children's accounts, the ability to modify chat/communication settings (for example, limiting interaction to just friends or no one), as well as a special "Restricted Account Mode" which turns off all forms of chat and public commenting and which allows the user to access only a selection of filtered experiences on Roblox. We recommend that parents familiarize themselves with all of the safety features and parental controls available in the Settings area of the Service (a description of which can be found <a href="#">here</a>) and to accompany their children when they are playing online.</p> <p>We proactively filter all public and comment areas of the Service (such as chat, forums, group walls, personal posts, etc.) to remove references to addresses, emails, phone numbers, or other Personal Information regardless of security and privacy settings. All text is also filtered for profanity, phishing, and adult or suggestive content. Our system uses a combination of human and automated processes. However, like all filtering technology, our systems are not 100% effective.</p> <p>If you are a child, it is a good idea to talk to and ask your parent(s) or guardian(s) for permission before using or playing on the Service. If you do not get such permission, you should not use our Service.</p> <p>If we become aware that a child has provided us with Personal Information, we will delete any Personal Information we have collected, unless we have a legal obligation to keep it, and terminate the child's account and/or revert them to the underage experience, as applicable.</p>
<h4>11. Accessing, Updating, and Deleting Your Personal Information</h4>	
If you want to fix any of your personal information, or if you want us to delete your personal information, you can contact us by completing this <a href="#">Customer Support Form</a> . Select the desired option under the Data Privacy Requests. To protect your privacy, we will take steps to verify your identity before fulfilling your request.	If Personal Information about you changes, or if you no longer desire to use our Service, you may correct, update, amend, or deactivate your account under your account settings or by contacting Roblox using the Personal Information set out above in Sec. 1. We will respond to your request within a reasonable timeframe. For children under the age of 13, please see the " <a href="#">Children's Privacy and Parental Controls</a> " section above. See Sections 13, 14 and 15 for additional rights

We will get back to you within a reasonable timeframe.	available to California, UK, Swiss and European Economic Area, and Brazil residents.
12. Storage and International Transfer of Your Personal Information	
Roblox stores your information in the United States.  The privacy laws of the United States may not be as strict as those in your country (especially if you live in the EU or the UK), but we take reasonable steps to protect your information and your privacy rights.	Roblox is based in the U.S. The Personal Information we collect from you is sent to and stored on secure servers located in the United States of America. Such storage is necessary in order to process the information.  Roblox operates globally and we may transfer the Personal Information that we collect from you to our other offices and/or to the third parties mentioned in the circumstances described above (see " <a href="#">Information Sharing</a> "), which may be situated outside of your regional location or regional area, and may be processed by staff operating outside your regional location or regional area. In particular, information provided to us or collected by us will likely be transferred to and processed in the United States by us or our agents and contractors. The data protection laws of the United States or other countries may not be as comprehensive or equivalent to those in your regional location of residence. Wherever we transfer your Personal Information, we will take reasonable steps to ensure that your privacy rights continue to be protected.
13. Your Privacy Rights in California	
If you live in California, you may have additional rights when it comes to your information. You can ask us to: <ul style="list-style-type: none"><li>● Give you a copy of the personal information we have collected about you in the last year;</li><li>● Fix your personal information if it is incorrect;</li><li>● Delete some of your personal information;</li><li>● Refrain from selling or sharing your personal information for cross-context behavioral advertising purposes; and</li></ul>	In accordance with applicable law, you may have the following rights: <ul style="list-style-type: none"><li>● Access to/Portability of Personal Information. You can receive a copy of categories of Personal Information and specific pieces of Personal Information we have collected, used, disclosed, sold, or shared about you in the past 12 months, consistent with legal requirements. Residents also have the right to request the categories of Personal Information disclosed for a business purpose, the categories of sources from which their personal information was collected, our business or commercial purposes for collecting their personal information, and the categories of third parties to whom we disclosed their</li></ul>

<ul style="list-style-type: none"><li>● Request us to stop using your information in some situations.</li></ul> <p>If you want to understand more, please review our full privacy policy and our CPRA Privacy Policy.</p>	<p>personal information. In addition, you may have the right in some cases to receive or have your electronic Personal Information in a portable format or transferred to another party.</p> <ul style="list-style-type: none"><li>● Correction. You can request correction of your Personal Information where it is inaccurate or incomplete. In some cases, we may provide self-service tools that enable you to update your Personal Information or we may refer you to the controller of your Personal Information who is able to make the correction.</li><li>● Deletion. You can request we delete Personal Information we collect from you, subject to certain exceptions prescribed by law.</li><li>● Restriction of or Objection to processing. You can request restriction or object to the processing of your Personal Information, and you have the right to opt in or opt out of the sale or sharing of your Personal Information to third parties, if applicable, where such requests are permitted by law. Please note that, in the case of California residents, we do not currently sell or share personal information, as those terms are defined under the California Consumer Privacy Act and the California Privacy Rights Act. For that reason, we do not currently offer a mechanism for California residents to opt out of the sale or sharing of Personal Information. We have no actual knowledge of selling or sharing the personal information of minors under 16 years of age.</li><li>● Non-discrimination. You have the right to not receive discriminatory treatment by exercising your privacy rights. We do not discriminate against California residents who exercise their privacy rights.</li></ul> <p>Please note that some of these rights can be exercised by updating your account within the Services, or you can contact us as set forth in Section 1 above for other requests. We will process such requests in accordance with applicable laws. To protect your privacy, we will take steps to verify your identity before fulfilling your request so that we can ensure you are the owner of the account making the request.</p> <p>Our California resident consumer request metrics for the previous year can be found <a href="#">here</a>.</p> <p>For additional information related to your rights under California law, including information related to California retention periods, how you can exercise your</p>
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	<p>rights, and more, please visit our full Roblox CPRA Privacy Policy.</p>
<h4>14. Your Privacy Rights if you live in the EEA, UK or Switzerland</h4>	
<p>If you live in the EEA, the UK or Switzerland, you may have additional "rights" when it comes to your personal information. You can ask us to:</p> <ul style="list-style-type: none"><li>• Tell you what information we have about you and what we do with it;</li><li>• Fix your personal information if it's incorrect;</li><li>• Delete your information.</li></ul> <p>If you want to understand more, you can refer to the full privacy policy.</p> <p>If you have reason to, you can complain about how we are using your information by emailing us at <a href="mailto:roblox@gdpr-rep.com">roblox@gdpr-rep.com</a>. You can also complain to a "data protection authority". You can find out about which "data protection authority" to complain to in your country <a href="#">here</a>.</p>	<ol style="list-style-type: none"><li>1. In the course of visiting our websites and apps, and/or using our services and products, we may process the following Personal Information:<ul style="list-style-type: none"><li>○ Information relating to a job application made by you, like your name, email address, employment details, CV, resume or other details of your employment history sent by you. We will process this information to process and respond to your job application. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR ("necessary for entering into an employment contract with us").</li><li>○ Login information, which may include your IP address, device type, name, date and time of your visit, information on your browser version, information on your operating system, including language settings, MAC addresses, and User ID. We will process this information to provide you with our Service. The legal basis for this processing activity is Article sec. 1 sent. 1 lit. b ("performance of a contract") and lit. f ("legitimate interest") GDPR. It is in our legitimate interest to guarantee the Services' stability and security.</li><li>○ Account information, e.g. information such as your name, username, login and password details, regional location information, user-generated content, contact details that you choose to provide to us, and other Personal Information that are used for participating in the Service we are offering. We process this information to provide our Services to you. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR ("performance of a contract").</li><li>○ Email addresses and other information you provided us with for added verification and/or to enable certain features. The bases for processing this</li></ul></li></ol>

	<p>personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) and f (“legitimate interest”) GDPR. Roblox has a legitimate interest in providing a safe and secure Service, especially to protect children.</p> <ul style="list-style-type: none"><li>○ When you request or agree to voice based services from Roblox. With your consent, we may collect, process and store your voice recording to provide services and to increase the safety of our voice related services. We may use your voice recording for purposes such as training and improving our filter technology to increase the safety on our platform, except that we will not engage in these activities with private server voice chat recordings of EEA users. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) and f (“legitimate interest”) GDPR.</li><li>○ Billing and payment information, when you participate in Developer Exchange or purchase virtual currency or premium subscriptions, including your name, billing address, credit card or other payment information and billing information. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”). We may also retain transaction details and purchase and payment history. The legal basis for processing these personal data is our legitimate interest in being able to resolve subsequent billing disputes and inquiries, Article 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”).</li><li>○ Information relating to contacting our customer service, e.g. when you report a problem, submit questions, concerns or comments. We may process your email address, your name and information relating to your inquiry or concern in order to respond to your communications, fulfill your requests, or provide other customer support. This processing activity is based on your consent according to Article 6 sec. 1 sent. 1 lit. a GDPR and/or Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”), depending on the initial purpose for</li></ul>
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	<p>contacting our customer support.</p> <ul style="list-style-type: none"><li>○ Comments or messages you post or transmit on Roblox via public chats, forums, group walls, personal post, etc. We process this information to monitor, filter and moderate this information for the purposes of being able to remove profanity, Personal Information, and other inappropriate conversations. Additionally, we may use pre-filtered comments and messages for other purposes such as training and improving our filter technology. The legal basis for this processing activity is Roblox's legitimate interest in being able to defend ourselves from possible liability claims that may arise from unlawful comments posted by you, Article 6 sec. 1 sent. 1 lit. f GDPR ("legitimate interest"). Please note that any Personal Information submitted by you in forums and similar means offered by us is available to anyone who has access to this forum including other users. The Personal Information posted by you can be read, collected or used by other users of these forums and could be used to send unsolicited messages.</li><li>○ Information required for additional features that require the use of your camera or upload of files. If you decide to use these features and upload content, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the feature. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b ("performance of a contract") and f ("legitimate interest") GDPR.</li><li>○ Information required for other features or activities, which may be available to our users other than children. We may offer other features or activities on our Services from time to time, and you may be able to submit or upload Personal Information in connection with such features. The data being collected for such features and their intended uses will be evident at the time of data collection. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b ("performance of a contract") and f ("legitimate interest") GDPR.</li></ul>
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- Information required for participating in our Roblox Developer Exchange Program, like the IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). The legal basis for this processing is Article 6 sec.1 sent. 1 lit. f GDPR ("legitimate interest") with regard to U.S. law requirements. It is our legitimate interest to comply with the legal requirements, especially with regard to U.S. anti-money laundering laws.
- Information relating to your use of or interaction with third party plug-ins, e.g. social plugins from Google, Facebook or Twitter. When you use these features, certain information from your social media accounts may be accessed by or shared with Roblox, and likewise, certain information about your use of Roblox may be posted to your profile on those platforms. The legal bases for this processing activity are Article 6 sec. 1 sent. 1 lit. a ("consent") and f ("legitimate interest") GDPR. We have a legitimate interest to improve your website experience and to optimize our service.
- Information processed to enable advertising. To market our services, inter alia, via social media platforms in order to bring new users to our websites and to maintain and increase our user base, we may process Personal Information such as IP addresses, information on users' browser or operating system, including language settings, regional location information and user names or user IDs. The legal basis for the processing of this data is Roblox's legitimate interest in maintaining our user base, bringing new users to our websites and informing (potential) users about interesting events, Art. 6 sec. 1 sent. 1 lit. f GDPR ("legitimate interest").
- Information relating to your participation in contests, competitions, sweepstakes, giveaways, prize draws or other promotions that we may run on our Service or sponsor from time to time. We may process certain contact information (such as your name, email address, and/or phone number) for prize fulfillment purposes, as well as other information or

	<p>content needed for the specific promotion. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”).</p> <ul style="list-style-type: none"><li>○ When you respond to or participate in voluntary research or surveys or studies. These surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”).</li><li>○ Cookies. We will use certain cookies only if you have previously consented to such use. When you visit our website with an EEA IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on “manage cookie preferences” in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. a GDPR (“consent”). In addition, you can also manage cookies using your browser settings. For further information on cookies and similar technologies see Section 6 above.</li></ul> <p>2. Please note that we do not use your Personal Information for automated decision making which produces legal effects concerning you or similarly significantly affects you.</p> <p><i>Personal data of children</i></p> <p>Please note that when users under the age of 13 register for the Service, their account is automatically set to “Privacy Mode.” This means that these users will not have access to certain features, such as social media plug-ins, some forms of third party advertising, and certain types of notification alerts.</p> <p>When a child creates an account on Roblox, we may process a username, password, birthdate and parent email address. We process this information to give the user access to the Service and to communicate with the parent about the minor’s account (if a parent email was provided). For example, we may use the parent’s email to</p>
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send an email notification about the child's account creation and an invitation for the parent to review, update settings, and approve of their child's account. We may use the birthdate the child provides when signing up for the Service to determine which features on Roblox the child should have access to and to determine when the child will turn 13 years old and can be given broader access to features on our Service. This processing activity is based on Article 6 sec. 1 sent. 1 lit. b GDPR ("performance of a contract"). In general, we will not use or share account information (including Personal Information) from a minor's account except for the permissible purposes stated in this Privacy Policy, and, if required by law, only with the prior verifiable consent of a parent or legal guardian (Article 6 sec. 1 sent. 1 lit. a and Article 8 sec. 1 GDPR).

*Data sharing*

Roblox may share users' information, including Personal Information like billing information or usernames, with our third-party agents, contractors, or service providers who are hired to perform services on Roblox's behalf.

These providers may operate or support certain functions of the Service. Below is an illustrative list of functions for which we may use third party service providers and the names of the providers we may use to perform these functions:

- Account Integrity and Security (e.g., Veriff, Arkose Labs);
- Analytics services (e.g., Google LLC);
- User Acquisition services (e.g., AppsFlyer);
- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social Media Log-in (e.g., SAP Customer Data Cloud);
- Billing services and payment gateway providers (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Xsolla); and
- Hosting and content delivery network services (e.g., AWS, Equinix, CenturyLink, YouTube, Vimeo).

3. The legal basis for this data transfer and processing activity is Article 28 of GDPR in conjunction with the data processing agreements we concluded with respective third-party agents. These agents and contractors are only allowed to use the information shared with them only for the specific tasks they've been hired to do and consistent with this Privacy Policy, and for no other purposes. Roblox takes steps to ensure that all service providers with access to Personal Information are capable of protecting the information we share with them.

*Legal disclosure*

We may disclose Personal Information about you, including the content of your communications on the Service, to comply with legal process, including court orders and subpoenas, served on our Service. In addition, we also may disclose Personal Information about you, including content, in response to a request from law enforcement agencies, regulators, or other public agencies (including schools or children services), or if such disclosure may (i) prevent the instigation of a crime, (ii) facilitate an investigation related to public safety or protect the safety of a child using our Service, (iii) protect the security or integrity of our Service, or (iv) enable us to take precautions against liability or to protect our rights. The legal basis for such disclosure is Article 6 sec. 1 sent. 1 lit. c ("compliance with legal obligation") in compliance with the respective EEA or Member State law and lit. f ("legitimate interest") GDPR. It is our legitimate interest to comply with the legal requirements of U.S. law.

*Storage and international transfer of your Personal Information*

Roblox is based in the U.S. Your Personal Information that we collect is sent to and stored on secure servers located in the United States of America. Such storage is necessary in order to process the information.

Some of our agents and third-party service providers are located outside the European Economic Area, e.g. the United States. The data protection laws of the United States or other countries may not be as comprehensive or equivalent to those in your country of residence. Wherever we transfer your Personal Information, we will take reasonable steps to ensure that your privacy rights continue to be protected, e.g. conclude the EU Standard Contractual Clauses

	<p>with third parties.</p> <p><i>Your rights</i></p> <p>If you are a user based in the European Economic Area, you may be entitled to exercise some or all of the following rights:</p> <ul style="list-style-type: none"><li>○ Request (i) information whether your Personal Information is retained and (ii) access to or duplicates of your Personal Information retained, including the purposes of the processing, the categories of Personal Information concerned, and the data recipients as well as potential retention periods;</li><li>○ Request rectification, removal or restriction of your Personal Information, e.g. because (i) it is incomplete or inaccurate, (ii) it is no longer needed for the purposes for which it was collected, or (iii) the consent on which the processing was based has been withdrawn;</li><li>○ Refuse to provide and – without impact to data processing activities that have taken place before such withdrawal – withdraw your consent to processing of your Personal Information at any time;</li><li>○ Object, on grounds relating to your particular situation, to processing of your Personal Information, in case such processing is either based on our or a third party's legitimate interests or on a performance of a task carried out in the public interest. In this case, please provide us with information about your particular situation. After the assessment of the facts presented by you we will either stop processing your Personal Information or present you our compelling legitimate grounds for an ongoing processing;</li><li>○ Object to the use of your Personal Information for direct marketing at any time;</li><li>○ Take legal actions in relation to any potential breach of your rights regarding the processing of your Personal Information, as well as to lodge complaints before the competent data protection regulators; and/or</li><li>○ Request (i) to receive the Personal</li></ul>
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	<p>Information concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and (ii) to transmit those data to another controller without hindrance from our side. Where technically feasible you shall have the right to have the Personal Information transmitted directly from us to another controller.</p> <p>4. You may (i) exercise the rights referred to above, (ii) pose any questions, or (iii) make any complaints regarding our data processing by contacting us under the contact details set out above in Sec. 1.</p>
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#### 15. Additional Information for users in Brazil

<p>If you are a resident of Brazil, you may be entitled to additional privacy rights. Please review the detailed section of our privacy policy in Section 15.</p> <p>If you live in Brazil, you may have additional "rights" when it comes to your personal information. You can ask us to:</p> <ul style="list-style-type: none"><li>● Tell you what information we have about you and what we do with it;</li><li>● Fix your personal information if it's wrong;</li><li>● Delete your information.</li></ul> <p>If you want to understand more it might be useful to ask your parent or guardian to explain this section to you. Your parent or guardian can refer to the detailed version of this Policy.</p> <p>If you have reason to, you can complain about how we are using your information by emailing us at <a href="mailto:privacy@roblox.com">privacy@roblox.com</a>. You can also complain to the National</p>	<p>1. In the course of visiting our websites and apps, and/or using our services and products, we may process the following personal data:</p> <ul style="list-style-type: none"><li>○ Data relating to a job application made by you, like your name, email address, employment details, CV, resume or other details of your employment history sent by you. We will process this information to process and respond to your job application.</li><li>○ Login information, which may include your IP address, device type, name, date and time of your visit, information on your browser version, information on your operating system, including language settings, MAC addresses, and User ID. We will process this information to provide you with our Service and to guarantee the Services' stability and security.</li><li>○ Account information, e.g. information such as your name, username, login and password details, location information, user-generated content, contact details that you choose to provide to us, and other Personal Information that are used for participating in the Service we are offering. We process this information to provide our Services to you.</li><li>○ Email addresses you provided us with for added verification and/or to enable certain features. We use that data to provide a safe and secure Service, especially to protect children.</li></ul>
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Data Protection Authority of Brazil at anpd@anpd.gov.br.	<ul style="list-style-type: none"><li>○ When you request or agree to voice based services from Roblox. With your consent, we may collect, process and store your voice recording to provide services and to increase the safety of our voice related services. We may use your voice recording for purposes such as training and improving our filter technology to increase the safety on our platform.</li><li>○ Billing and payment information, when you participate in Developer Exchange or purchase virtual currency or premium subscriptions, including your name, billing address, credit card or other payment information and billing information. We may also retain transaction details and purchase and payment history.</li><li>○ Information relating to contacting our customer service, e.g. when you report a problem, submit questions, concerns or comments. We may process your email address, your name and information relating to your inquiry or concern in order to respond to your communications, fulfill your requests, or provide other customer support.</li><li>○ Comments or messages you post or transmit on Roblox via public chats, forums, group walls, personal post, etc. We process this information to monitor, filter and moderate this information for the purposes of being able to remove profanity, Personal Information, and other inappropriate conversations. Additionally, we may use pre-filtered comments and messages for other purposes such as training and improving our filter technology. Please note that any Personal Information submitted by you in forums and similar means offered by us is available to anyone who has access to this forum including other users. The Personal Information posted by you can be read, collected or used by other users of these forums and could be used to send unsolicited messages.</li><li>○ Information required for additional features that require the use of your camera or upload of files. If you decide to use these features and upload content, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the feature.</li><li>○ Information required for other features or activities, which may be available to our users other than children. We may offer other features or activities on our Services from time to time, and you may be able to submit or upload Personal Information in connection with such features. The data being collected for such features</li></ul>
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	<p>and their intended uses will be evident at the time of data collection.</p> <ul style="list-style-type: none"><li>○ Information required for participating in our Roblox Developer Exchange Program, like the IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). We process that data to comply with the legal requirements, especially with regard to U.S. anti-money laundering laws, which we are subject to.</li><li>○ Information relating to your use of or interaction with third party plug-ins, e.g. social plugins from Google, Facebook or Twitter. When you use these features, certain information from your social media accounts may be accessed by or shared with Roblox, and likewise, certain information about your use of Roblox may be posted to your profile on those platforms. We use that information to improve your website experience and to optimize our service.</li><li>○ Information processed to enable advertising. To market our services, inter alia, via social media platforms in order to bring new users to our websites and to maintain and increase our user base, we may process Personal Information such as IP addresses, information on users' browser or operating system, including language settings, regional location information and user names or user IDs.</li><li>○ Information relating to your participation in contests, competitions, sweepstakes, giveaways, prize draws or other promotions that we may run on our Service or sponsor from time to time. We may process certain contact information (such as your name, email address, and/or phone number) for prize fulfillment purposes, as well as other information or content needed for the specific promotion.</li><li>○ When you respond to or participate in voluntary research or surveys or studies. These surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information.</li><li>○ Cookies. We will use certain cookies only if you have previously consented to such use. When you visit our website with an IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on "manage cookie preferences" in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective</li></ul>
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	<p>period of one year. In addition, you can also manage cookies using your browser settings. For further information on cookies and similar technologies see Section 6 above.</p> <p>2. Please note that we do not use your Personal Information for automated decision making which produces legal effects concerning you or similarly significantly affects you.</p> <p><i>3. Personal data of children and Parental Consent.</i></p> <p>Please note that when users under the age of 13 register for the Service, their account is automatically set to "Privacy Mode." This means that these users will not have access to certain features, such as social media plug-ins, some forms of third party advertising, and certain types of notification alerts.</p> <p>When a child creates an account on Roblox, we may process a username, password, birthdate and parent email address. We process this information to give the user access to the Service and to communicate with the parent about the minor's account (if a parent email was provided). For example, we may use the parent's email to send an email notification about the child's account creation and an invitation for the parent to review, update settings, and approve of their child's account. We may use the birthdate the child provides when signing up for the Service to determine which features on Roblox the child should have access to and to determine when the child will turn 13 years old and can be given broader access to features on our Service.</p> <p><i>4. Data sharing</i></p> <p>Roblox may share users' information, including Personal Information like billing information or usernames, with our third-party agents, contractors, or service providers who are hired to perform services on Roblox's behalf.</p> <p>These providers may operate or support certain functions of the Service. Below is an illustrative list of functions for which we may use third party service providers and the names of the providers we may use to perform these functions:</p> <ul style="list-style-type: none"><li>○ Account Integrity and Security (e.g., Veriff, Arkose Labs);</li><li>○ Analytics services (e.g., Google LLC);</li><li>○ User Acquisition services (e.g., AppsFlyer);</li></ul>
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- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social Media Log-in (e.g., SAP Customer Data Cloud);
- Billing services and payment gateway providers (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Xsolla); and
- Hosting and content delivery network services (e.g., AWS, Equinix, CenturyLink, YouTube, Vimeo).

#### *5. Legal disclosure*

We may disclose Personal Information about you, including the content of your communications on the Service, to comply with legal process, including court orders and subpoenas, served on our Service. In addition, we also may disclose Personal Information about you, including content, in response to a request from law enforcement agencies, regulators, or other public agencies (including schools or children services), or if such disclosure may (i) prevent the instigation of a crime, (ii) facilitate an investigation related to public safety or protect the safety of a child using our Service, (iii) protect the security or integrity of our Service, or (iv) enable us to take precautions against liability or to protect our rights.

#### *6. Storage and international transfer of your personal data*

Roblox is based in the U.S. Your Personal Information that we collect is sent to and stored on secure servers located in the United States of America. Such storage is necessary in order to process the information.

Some of our agents and third-party service providers are located outside of Brazil, e.g. the United States. The data protection laws of the United States or other countries may not be as comprehensive or equivalent to those in Brazil. Wherever we transfer your Personal Information, we will take reasonable steps to ensure we rely on a legitimate international transfer mechanism, as set out in Brazilian data protection laws.

	<p><i>7. Your rights as a Data Subject</i></p> <p>As a data subject located in Brazil, you have rights regarding your personal data. We provide mechanisms, as detailed below, so that you have clarity and transparency in exercising your rights. Whenever necessary, our team will be ready to meet any requests.</p> <p><i>Confirm and access your personal data:</i> You may request details and/or a copy of your personal data that is processed by us.</p> <p><i>Update or correct your personal data:</i> If You wish to alter your personal data or if you have any reason to believe or suspect that any data we have about you is wrong or incomplete, you may request us to rectify it.</p> <p><i>If you wish, you may withdraw your consent, delete, block, request the anonymization or the portability of your data:</i> You may (i) withdraw your consent, whenever the processing of personal data is based on consent; or (ii) request deletion of your personal data or deactivation of your account, at any time, in accordance with the law. The withdrawal of consent will prevent you from using the Services, and will result in the interruption of the processing of your data, except (i) the anonymized data; and (ii) data necessary to Roblox and/or to third parties involved in the provision of the Services for judicial, arbitration or administrative defense purposes, as well as to comply with legal and regulatory obligations.</p> <p>To exercise your rights or ask questions, you can contact us by completing this <a href="#">Customer Support Form</a>.</p>
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16. State Privacy Rights	
If you are a resident in certain states, you may have additional rights.	<p>State consumer privacy laws may provide their residents with additional rights regarding our use of their personal information. To learn more about California residents' privacy rights, visit <a href="#">CPRA Privacy Policy</a>.</p> <p>Virginia provides its residents with rights to:</p> <ul style="list-style-type: none"><li>• Confirm whether we process their personal information.</li><li>• Access and delete certain personal information.</li><li>• Data portability.</li><li>• Opt out of personal data processing for targeted advertising and sales.</li></ul> <p>Virginia also provides its state residents with rights to:</p> <ul style="list-style-type: none"><li>• Correct inaccuracies in their personal information, taking into account the information's nature and processing purpose.</li><li>• Opt out of profiling in furtherance of decisions that produce legal or similarly significant effects.</li></ul> <p>To exercise any of these rights please complete the <a href="#">Customer Support Form</a>. To appeal a decision regarding consumer rights, please contact us at <a href="mailto:privacy@roblox.com">privacy@roblox.com</a>.</p> <p>Please note that we maintain and use de-identified data, as defined under applicable law, without attempting to re-identify the data.</p>
17. Privacy Policy Changes and Updates	
We update this privacy policy sometimes, so you should review this site regularly. We always publish the date of the latest version at the bottom of this page.  If we make any major changes, we will let you know by email (if we have your email address) or by showing a prominent notice on this website or in app prior to the	We may update this Privacy Policy to reflect changes to our information practices at any time, so please review it frequently. If we update this Policy, changes will be reflected on this page and we will update the "Last Updated" date posted below. If we make any material changes to this Privacy Policy, we will attempt to notify you by email (if you have provided us with your email address, by sending an email to the email address specified in your account) or by means of a

change becoming effective. If required by law, we will obtain your parent's consent if any of these changes impact the data we've collected from you in a less protective way.	prominent notice on this website or in app prior to the change becoming effective. We will obtain prior parental consent if any changes we make to this Policy affect users under the age of 13 in a way that requires such consent under COPPA or the age of 16 (or as per the age derogation by Member States in their domestic law) or 13 in the UK, under the European and UK General Data Protection Regulation.
Last Update: March 15, 2023	

# EXHIBIT 3

Roblox Support > Parents, Safety, and Moderation > Legal Documents

Search our articles

Articles in this section ▾

# Roblox Terms of Use

*Effective Date: August 12, 2024*

*Last Updated: August 12, 2024*

[Introduction](#)

[USER TERMS](#)

[CREATOR TERMS](#)

[Appendix A \(China\)](#)

[Appendix B \(Japan\)](#)

[Appendix C \(European Union/European Economic Area and the United Kingdom\)](#)

[Appendix D \(Vietnam\)](#)

## ▼ Introduction

### Welcome to the Roblox universe, where imagination and creativity rule!

Roblox Corporation and designated subsidiaries (“Roblox”, “we,” or “us”) offers the Roblox website ([www.roblox.com](http://www.roblox.com)) and its related platform (collectively, “Platform”) and various other features and services, including websites, applications, forums, content, functionality, products, and services (together with the Platform, “Services”) to allow users (“Users,” “your,” or “you”) to play, create, and connect.

By accepting these User Terms, you also agree to be bound by the following:

- Roblox Creator Terms, which apply to all Users who access the Services. They cover items such as the use of Roblox Studio, the offering of Experiences and Virtual Content (as defined below), and the use of music on the Services.
- Roblox [Privacy Policy](#), which explains information that we collect about you, how we protect that information, and how that information may be used.
- Roblox [Community Standards](#), which explains the conduct standards expected from Users, and outlines behavior prohibited on the Services.
- Experience Guidelines, which provide information regarding the age recommendations and content descriptors associated with Experiences.
- **For U.S. Users**, Roblox’s Arbitration Agreement (Section 11), which outlines how disputes between you and Roblox will be resolved. Specifically, these Roblox Terms contain **A BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER. THIS MEANS THAT YOU GIVE UP THE RIGHT TO BRING AN ACTION IN COURT, INDIVIDUALLY OR AS PART OF A CLASS ACTION.**

PLEASE READ THE ROBLOX TERMS CAREFULLY BEFORE BEGINNING TO USE THE SERVICES, AS THEY SET FORTH A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ROBLOX. BY USING THE SERVICES, YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION AND STATE OF RESIDENCE, AND UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND AND ABIDE BY THE ROBLOX TERMS. IF YOU DO NOT AGREE TO THE ROBLOX TERMS, YOU MUST NOT USE THE SERVICES.

IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY (A “**MINOR**”) IN YOUR JURISDICTION OR STATE OF RESIDENCE, BEFORE USING THE SERVICES, YOUR PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO THE ROBLOX TERMS. BY PERMITTING A MINOR TO USE THE SERVICES, A MINOR’S PARENT OR GUARDIAN BECOMES SUBJECT TO THE ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR ALL OF THE MINOR’S ACTIVITIES ON THE SERVICES, INCLUDING THE PURCHASE OF ANY VIRTUAL CONTENT.

The Roblox Terms are subject to change. To the extent required by applicable law, Roblox will provide User with reasonable advance notice of any material updates or modifications by any reasonable means of notification, provided that non-material changes, feature updates, or modifications made for legal reasons (as determined by Roblox) will be deemed to be effective immediately and without notice. Changes shall be in effect as of the “Last Updated” date listed atop this page. Your continued use of the Services after the Last Updated date constitutes your acceptance and agreement to such changes.

The Roblox Terms consist of the following:

- **User Terms.** The User Terms apply to any person who accesses the Services.
- **Creator Terms.** The Creator Terms apply to all Users who access the Services. They cover items such as the use of Roblox Studio, the offering of Experiences and Virtual Content (as defined below), and the use of music on the Services.
- **Roblox Community Standards.** The Roblox [Community Standards](#) apply to all Users and outline the types of behavior that are acceptable and prohibited when using the Services.
- **Roblox Privacy & Cookie Policy.** The [Roblox Privacy & Cookie Policy](#) outlines information that Roblox collects during your use of the Services, how we protect that information, and how that information may be used.
- **Supplemental Provisions.**
  - **People’s Republic of China.** These terms apply to a User’s interaction with UGC created by Users and Developers located in China that use Luobu Studio and to a Creator’s submission of UGC to the Luobulesi Game for distribution in the People’s Republic of China.
  - **Japan.** These terms apply to Users located in Japan.
  - **Europe.** These terms apply to Users located in EU/EEA and the United Kingdom.
  - **Vietnam.** Part A of these terms applies to Users located in Vietnam. Part B of these terms governs the publication of Creator UGC in Vietnam and applies to all Creators, whether located inside or outside of Vietnam.

Plus certain other Additional Terms, which may be applicable depending on your use of the Services and may require separate consent. These include but are not limited to:

- **Advertising Standards.** The [Advertising Standards](#) apply to advertisers who place advertisements on Roblox and to Creators who allow third party advertisements in their Experiences.
- **Advertising Terms.** The [Advertising Terms](#) apply to advertisers who place advertisements on Roblox through the Roblox Ads Manager at [ads.roblox.com](https://ads.roblox.com).
- **Biometric Privacy Notice.** The [Biometric Privacy Notice](#) applies to any User who uses additional features on Roblox that require the use of one’s camera or the uploading of files that contain an individual’s facial geometry (including age verification) and explains how Roblox collects, uses, shares, retains, and destroys your Biometric Data when you use the Services.
- **Creator Analytics Terms of Use.** The [Creator Analytics Terms](#) apply to any Creator who accesses Roblox’s Creator Analytics feature.
- **DevEx Terms.** The [DevEx Terms](#) apply to any Creator who has applied and been accepted to the Developer Exchange Program (“DevEx Program”).

- **Facial Animation Privacy Notice.** The [Facial Animation Privacy Notice](#) applies to any User who activates and enables tools on the Service, including Animation Capture-Face or Chat, that capture and animate facial movements and explains how Roblox collects, uses, shares, retains, and destroys the data collected when you use the Services.
- **Roblox Name and Logo Guidelines.** The [Roblox Name and Logo Guidelines](#) apply to any Creator or Brand Partner who advertises content created on Roblox on other platforms.
- **Talent Hub Consent.** The Talent Hub Consent applies to any Job Creator or Job Seeker who uses Talent Hub.

## ▼ USER TERMS

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These User Terms, along with the additional Creator Terms, govern, among other things, what is called **User Generated Content** or “UGC.” UGC is content of any kind or nature, whether material, assets, or otherwise, that Users create, upload, submit, publish, display, generate, transmit, or otherwise make available on the Services. **ALL USERS ARE SUBJECT NOT ONLY TO THESE USER TERMS BUT ALSO TO THE ADDITIONAL CREATOR TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

### 1 ▼ Definitions.

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Any capitalized words not defined herein are defined in the [Roblox Dictionary](#).

### 2 ▼ User Accounts; Access to Services.

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- a. Creating an Account.** To access certain elements and functionality of the Services, you will need to create a Roblox account (“Account”). To create an Account, you will be asked to provide username, date of birth, and method of authenticating your Account, which may include a password and, depending on the resources accessed, you may also be asked to provide other information like a verified email address, verified phone number, or a government-issued photo identification. You agree that all information provided to Roblox will be true, accurate, and up to date. Roblox reserves the right to take steps to ensure that any information you provide to Roblox in connection with your Account is accurate.
- b. Securing an Account.** You are responsible for maintaining the confidentiality and security of any credentials used to access your Account (e.g., a username and password). You must not share or disclose such credentials to others (except for Guardians in the case of a Minor User).
- c. Account Responsibilities and Prohibitions.** You understand, acknowledge, and agree that you will be responsible for any actions taken in your Account and on the Services using your access credentials, whether or not such actions have been authorized by you. You may only access the Services through your own Account. Selling your Account or your access credentials to another User is strictly prohibited. Similarly, purchasing another User’s Account or access credentials is strictly prohibited. However, transferring an Account in connection with the sale of the right to earn Robux from the sale of Virtual Content created by that Account, pursuant to a valid written agreement, is permitted. This exception does not permit the sale of Robux or Virtual Content outside the Services.
- d. Compromised Accounts.** If you have reason to believe your Account has been compromised, is not secure, or has been subject to unauthorized use, you must notify Roblox immediately by contacting [Roblox Support](#). If another User asks for your password or any personal information, you should report them immediately using the “[Report Abuse](#)” feature.
- e. Suspension or Termination of an Account.** If you violate these User Terms or any of the Roblox Terms, including the [Roblox Community Standards](#), Roblox reserves the right, in its sole discretion, to terminate or suspend (i) your Account and (ii) your right to use and access the Roblox Services, including by suspending or terminating any alternate account(s) you create or have created. Account suspension or termination may also involve the suspension or termination of access to any content you have acquired on the Services, including without limitation Robux, Experience access, In-Experience Items, and

Virtual Items. Roblox may also terminate your Account if Roblox determines, in its sole discretion, you are a repeat infringer, as contemplated by the Digital Millennium Copyright Act (“**DMCA**”). A Guardian of a Minor User may request that Roblox terminate their Account by contacting [Roblox Support](#).

- f. **Notification and Appeal.** If, pursuant to a violation of the Roblox Terms or in response to law enforcement or other legal request, Roblox (i) suspends or terminates your Account or access to the Services or (ii) removes Robux, UGC, or other content that you have on the Services, Roblox may notify you, and may provide you an opportunity to request a review of Roblox’s decision (“**Appeal**”). To begin the Appeal process, contact [Roblox Support](#). See [here](#) for more information on relevant Roblox policies and processes.
- g. **Access to Services.** Roblox reserves the right, in its sole discretion, to change or suspend the Services (or any portion thereof) at any time and for any reason, including to comply with laws, to protect Users, or to protect Roblox’s reputation, without notice to you unless required by law and without liability to Users.

### 3 ▼ Robux and Roblox Premium Membership

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- a. “**Robux**” is the official currency of the Roblox Services and can be used to acquire content such as Virtual Items (defined below) or access to interactive content called “**Experiences**” on the Services. **Robux are not a substitute for real currency, do not earn interest, and have no equivalent value in real currency.** Except as otherwise outlined in the [DevEx Terms](#) with respect to Creators who have applied and been accepted to the DevEx Program, Robux cannot be redeemed for any fiat currency, and Roblox is not obligated to exchange a User’s Robux for anything else of value.
- b. **Limited License to Use Robux.** Robux have no equivalent value in real currency. Except as specifically set forth in Section 4 of the Creator Terms, your acquisition or purchase of Robux only entitles you to receive a limited, non-transferable, revocable license to use Robux (i) in connection with the Services, (ii) for your personal entertainment only, and (iii) in the ways permitted by Roblox under the applicable Roblox Terms. Your limited license to use Robux may end if (i) you violate the Roblox Terms, (ii) your Account is suspended or terminated, or (iii) these User Terms or the Services are terminated.
- c. **Acquisition and Use of Robux.** Robux may be acquired on the Services in one of several ways. A User may acquire Robux (i) by purchasing or otherwise receiving Robux from Roblox; (ii) by purchasing a membership (“**Premium**” as more fully described in Section 3f below) that includes a certain stipend of Robux each month; (iii) by trading Virtual Items with other Users (as described in Section 4c below); or (iv) by other means that Roblox may introduce. Additionally, a Creator may earn Robux as described more fully in Section 4 of the Creator Terms.

You may not use, acquire, or distribute Robux or Virtual Content except through the Services and except as expressly allowed by Roblox under these Roblox Terms. Any attempt to do so constitutes a violation of the Roblox Terms, will render the transaction void, and may result in the immediate suspension or termination of your Account and your license to use Robux or Virtual Content. Roblox does not recognize or take responsibility for third-party services that allow Users to sell, transfer, purchase, or otherwise use Robux or Virtual Content, and any such use by a User is a violation of the Roblox Terms. However, transferring an Account in connection with the right to earn Robux from the sale of Virtual Content created by that Account, pursuant to a valid written agreement, is permitted. This exception does not permit the sale of Robux or Virtual Content outside the Services. **Only Users who have reached the age of majority in their jurisdiction or state of residence may purchase Robux or engage in other real-money transactions on the Services.**

- d. **Robux Are Non-Refundable.** Except as required by law, all payments for Robux are **final and not refundable**.
- e. **Robux Are Subject to Change.** Roblox, in its sole discretion, may implement changes to Robux at any time. This may include limiting the number of Robux a User may acquire or lowering the purchase price of Robux.

Except for the limited licenses granted to you under the Roblox Terms, Roblox has and retains all rights in and to Robux. This includes the right to modify, revoke, or terminate your license to use Robux without notice, payment, or liability to you. Roblox makes no guarantees or warranties regarding Robux or their availability or value.

f. Premium. [Roblox Premium](#) is a renewing subscription that provides Users with certain additional benefits on the Services (such as the ability to engage in a Trade or Resale, as those terms are defined in Section 4 below). When you purchase a subscription to Roblox Premium, you agree that your subscription service will automatically renew and that Roblox, through its payment provider, is authorized to charge your payment method accordingly until you cancel the subscription. Roblox will notify you of any price increase or change to the subscription terms (such notification may be via any reasonable means). You may cancel Roblox Premium at any time by following the instructions available [here](#). If you cancel Roblox Premium, you can still enjoy the benefits for the period of time for which you have already paid. Roblox Premium subscriptions are non-refundable and non-transferable.

## 4 ▼ Virtual Content, UGC Subscriptions, and the Roblox Economy.

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a. **Acquiring Virtual Content.** You may acquire “Virtual Items” (including without limitation clothing or digital items for your avatar), “In-Experience Items” (including without limitation game passes and special abilities) and other content (including without limitation Experience and private server access) offered by Roblox and/or Creators (collectively “Virtual Content”) solely on the Services. The acquisition of Virtual Content on the Services is solely for your personal entertainment, and, except as otherwise stated in any Additional Terms, as applicable, it does not create any legally enforceable contract between (i) you and Roblox or (ii) you and any Creator. Virtual Content has no real world equivalent value and you do not acquire any enforceable property rights in and to any Virtual Content based on any transaction on the Services.

When you spend Robux to acquire Virtual Content through Marketplace or In-Experience, the Robux are collected through the Services and immediately deducted from your Account balance. All such transfers are final and, unless otherwise permitted by Roblox through its policies or practices or as required by law, non-refundable and non-reversible.

b. UGC Subscriptions are automatically renewing subscriptions offered by a Creator to provide Users with certain additional benefits. UGC Subscriptions may be purchased using fiat currency (real world money) only. When you purchase a UGC Subscription, you agree that your subscription will automatically renew and that Roblox, through its payment provider, is authorized to charge your payment method accordingly until you cancel the UGC Subscription. You may cancel your UGC Subscription at any time in the Subscriptions settings page. If you cancel your UGC Subscription, you can still enjoy the benefits for the period of time for which you have already paid. All purchases of UGC Subscriptions are final and, unless otherwise permitted by Roblox through its policies or practices or as required by law, non-refundable and non-transferable.

c. **Selling Virtual Content and UGC Subscriptions.**

i. **For Users.** Roblox allows Users with a Roblox Premium subscription to resell certain Roblox-created Virtual Content on the Services (“Resale”). A User may engage in a Resale of such Virtual Content within Marketplace only. All Resales are final and cannot be reversed except as required by law. (See [here](#) for a more detailed explanation of how to resell Virtual Content.)

ii. **For Creators.** A Creator may design and sell Virtual Content and UGC Subscriptions pursuant to the terms as outlined in Section 4 of the Creator Terms and the UGC Subscription Terms of Use.

d. **Trading Virtual Content.** Roblox allows Users with a Roblox Premium subscription to trade certain Virtual Content on the Services (“Trade”). This Virtual Content can be Traded for other Virtual Content or for a combination of Robux and Virtual Content. When Users engage in a Trade on the Services that includes the exchange of Robux, Roblox is entitled to a fee. However, if no Robux are exchanged as part of the Trade, Roblox will not receive any fee in connection with the transaction. (See [here](#) for a more detailed explanation of Roblox’s Trading System and the associated fees.)

e. **Removal of Virtual Content.** Roblox has the right, in its sole discretion, to suspend the availability of, or remove from the Services and your Account, any content (including without limitation Experiences, Virtual Content, UGC Subscriptions, and UGC) without advance notice. Roblox shall not be liable to any User for any losses you may experience because of such suspension or removal, and Roblox is not required to refund any Robux or other funds that a User has spent on any removed or suspended content, except where legally required.

## 5 ▼ Payments and Refunds.

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- a. **General.** Only Users who have reached the age of majority in their jurisdiction or state of residence may engage in financial transactions on the Services, such as purchasing Robux or Roblox Premium, or UGC Subscriptions.
- b. **User Responsibilities.** When purchasing Robux, Roblox Premium, or a UGC Subscription, you (or your Guardian, as applicable) represent and warrant that you have the right to use your selected payment method and that your payment method has enough credit available to complete the applicable transaction. You further agree that you have read and agree to be bound by any applicable Additional Terms and that any information you provide in connection with any financial transaction on the Services, including without limitation the provision of a selected payment method, shall be subject to the privacy policy as outlined by the applicable payment service provider for that financial transaction.
  - i. If you believe someone has gained access to or used your Account, including your payment method, without permission, you must notify Roblox as soon as possible by contacting [Roblox Support](#). Roblox reserves the right to suspend any Account with unauthorized charges or to restrict an Account's ability to purchase Robux, engage in Trades, and/or purchase Virtual Content and UGC Subscriptions. (See Unauthorized Transactions below.)
- c. **Unauthorized Transactions.** If you notice charges on your credit/debit card, PayPal, or Google Play account relating to the Services that you did not authorize, please contact Roblox Support immediately. Tell Roblox AT ONCE if you believe that a charge has been made without your permission. Our goal is to learn about and promptly address your concerns. If you dispute any charges directly with your payment processor, Roblox may be restricted in the assistance, including any refund, Roblox can provide due to prohibitions under the payment provider's dispute process. To protect Roblox and Users from fraud and other harm, Roblox reserves the right to suspend any Account with unauthorized charges or to restrict an Account's ability to purchase Robux, engage in Trades, and/or purchase Virtual Content. Roblox may provide you an opportunity to request a review of Roblox's decision. For more information on the Appeal process, please see Section 2 of the User Terms, above.

## 6 ▼ Intellectual Property and UGC.

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- a. **Roblox IP.** The interfaces, graphics (including without limitation Roblox Classic Avatars and Modified Classic Avatars, as defined in Section 2 of the Creator Terms), trademarks, design, information, artwork, data, code, products, software, and all other elements of the Services, including the rights therein and any derivatives thereof, ("Roblox Intellectual Property" or "Roblox IP") are protected by law and the Roblox Terms. All Roblox IP is the property of Roblox and Roblox's licensors. Roblox IP includes all UGC licensed to Roblox by Creators under the Creator Terms. Except as allowed in the Roblox Terms and any applicable Additional Terms, you may not use any Roblox IP contained in the Services unless you obtain separate permission in each instance from the owner. Roblox reserves all rights in/to the Roblox IP not granted in these Roblox Terms or elsewhere in Additional Terms.
- b. **UGC.** The Services contain various forums, functionality, software, and other interactive features that allow you to create, upload, submit, publish, display, generate, transmit, or otherwise make available ("Publish") UGC on the Services. For more information on these features, please also read Section 2 of the Creator Terms.

Any UGC Published on the Services must comply with the Roblox Terms, including the Roblox [Community Standards](#), and must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam."

Except as otherwise described in Roblox's [Privacy Policy](#) or any applicable Additional Terms, (i) you agree any UGC that you Publish will be considered non-confidential and non-proprietary, and (ii) you grant Roblox a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to host, use, copy, reproduce, modify, adapt, publish, translate, run, create derivative works of, distribute, communicate to the public, and publicly perform or display including on a through-

to-the-audience basis, such UGC and any related interaction data on the Services, throughout the world in any media for any business purpose in connection with operating, providing, publicizing, or improving the Services, including without limitation in connection with the training of machine learning and related models; however, Roblox will only share personal information that you provide in accordance with Roblox's Privacy Policy.

You represent and warrant that, at the time of Publishing UGC, (i) you own or otherwise control all the rights in/to the UGC; (ii) the UGC is accurate and not fraudulent or deceptive; and (iii) the UGC does not violate these Terms, any applicable laws, or the rights of any third party, including intellectual property, privacy, and publicity, and will not cause injury to any person or entity. You understand that Roblox cannot guarantee that in certain situations, UGC that you Publish or make available on or through the Services will not be copied or used by other Users of the Services and discussed on and outside of the Services. If you do not have the right to submit UGC for such use, Publishing such may subject you to liability. Roblox takes no responsibility and assumes no liability for any UGC Published by you or any third party. Roblox has the right but not the obligation to monitor, modify, disable access to, or remove any UGC on its Services, and it may exercise these rights at any time, without notice or liability to you or any third party.

c. **In-Experience UGC.** Some Experiences allow for Users of that Experience to Publish UGC within the Experience. Users who separately Publish UGC within an Experience hereby grant both Roblox and the Creator of the applicable Experience a worldwide, perpetual, royalty free, and irrevocable right and non-exclusive license to use and exploit the UGC in any manner or media, including without limitation in connection with the training, development, and use of machine learning and related models, without any obligation, including any obligation to pay royalties or other compensation to any person or party. If such Users create a Modified Classic Avatar (as defined in Section 2 of the Creator Terms), the User hereby assigns all right, title, and interest in that Modified Classic Avatar to Roblox; Roblox in turn grants a non-exclusive license to both User and Creator to use and exploit that Modified Classic Avatar on the Services without any obligation (except those otherwise specified in these Roblox Terms), including any obligation to pay royalties or other compensation to any person.

d. **Copyright Infringement / Digital Millennium Copyright Act (DMCA).**

i. **Notice.** We respect the intellectual property rights of others, and we ask you to do the same. If you are a copyright owner or an agent of a copyright owner and believe that any content on the Services infringes upon your copyrights, you may submit a notice pursuant to the DMCA by contacting our Copyright Agent by email at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or mail at Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. You may also contact us by phone at (888) 858-2569. If a copyright owner is under the age of 13, a DMCA notice must be submitted by a parent, Guardian, or other adult representative. Your notice must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- A description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- A description of the material that you claim is infringing and where it is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of those materials is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. See 17 U.S.C. § 512(c)(3) for further details. We may send a copy of your DMCA notice, including any contact information you provide, to the individual responsible for the reported content.

ii. **Counter-Notice.** If your content was removed or disabled as a result of a DMCA notice, and you believe that your content is not infringing or that you have the proper authorization from the copyright owner, the copyright owner's agent, or pursuant to the law to Publish and use the material in your content, you may send a counter-notice to our Copyright Agent by email at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or mail at Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. Any counter-notice submitted on behalf of a User under the age of 13 must be submitted by a parent, Guardian, or other

adult representative. When our Copyright Agent receives a counter-notice, we may send a copy of the counter-notice, including any contact information you provide, to the original complaining party informing that party that we may, in 10 business days, replace the removed content or stop disabling it. Unless the copyright owner files an action seeking a court order against the provider of the content, the removed content may be replaced or access to it restored, in our sole discretion, within 10 to 14 business days or more after our receipt of the counter-notice.

**e. Trademark Infringement.** If you are a trademark owner, or an agent of a trademark owner, and believe that any content on the Services infringes upon your registered trademark(s), please submit a trademark infringement notice to our Trademark Agent at [trademark\\_agent@roblox.com](mailto:trademark_agent@roblox.com) or Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. When you contact us, please provide the following information in your notice:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the trademark;
- A description of the trademark right that you claim has been infringed, including the country in which the trademark is registered and the registration number, if applicable;
- A description of the content that you claim is infringing and where it is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of such content is not authorized by the trademark owner, its agent, or the law; and
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the trademark owner or authorized to act on the trademark owner's behalf.

Note that Roblox is not in a position to mediate disputes between Users and the holders of trademark rights. However, we take intellectual property rights seriously, and, upon receipt of a valid trademark infringement notice, we will investigate and may remove content that engages in trademark infringement. Note that for the purpose of a trademark infringement report you must be the owner of a registered trademark or their agent, pending trademark applications are not sufficient.

**f. Repeat Infringer Policy.** Roblox's intellectual property policy is to: (i) remove or disable access to content that Roblox knows to be infringing on the intellectual property rights of third parties or that has been identified in a valid DMCA notice submitted by a valid copyright owner or their agent; and, (ii) in appropriate circumstances, to suspend or terminate the Accounts of and block access to the Services by any User who repeatedly or egregiously infringes the copyrights or other intellectual property rights of third-parties.

**g. Feedback.** Any feedback, comments, or suggestions (collectively "Feedback") you may provide regarding or relating to the Services is entirely voluntary, you hereby grant us a perpetual, irrevocable, royalty free, fully paid, worldwide license to us to such Feedback and we will be free to use such Feedback as we see fit and without any obligation to you.

## 7 ▼ Online Safety

Roblox cares about the safety of its Users. If you see any content or materials on the Services that appears to recruit, entice, advertise, or solicit any person to perform a sexual, violent, or illegal act, please contact [Roblox Support](#) and select the "User Safety Concern" help category to immediately report the User and situation.

**a. Community Standards.** To keep its Users safe, Roblox has created certain Community Standards to outline how Users should behave on the Services and what conduct is and isn't allowed on the Services. These Community Standards, which are incorporated into these Terms, may be found [here](#). Any violation of the Community Standards is considered a violation of the Roblox Terms and may result in Account suspension or termination.

**b. Parental Controls.** The Roblox Community is made up of Users of all ages. We work hard to promote a safe and fun environment for all. To help foster this community, we provide Users and their parents/guardians with numerous safety features and controls. More information about these features may be found [here](#).

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## ▼ License to and Restriction of Services.

- a. **License to the Services.** Subject to your compliance with these User Terms or any Roblox Terms, Roblox grants you a non-exclusive, limited, revocable, non-transferable license to use the Services on devices that you own or control for your personal, entertainment use, including and solely in connection with the Services, the right to download and use software that Roblox makes available for download as part of the Services, in object code form only.
- b. **Restrictions of Use.** In addition to any other restrictions set forth in the Roblox Terms or any Additional Terms, Users may not (a) lease, lend, sell, redistribute, or sublicense any part of the Services; (b) copy, modify, distribute, publicly perform or display, reverse engineer, disassemble, modify, or create derivative works of the Services or related or implemented technology; (c) circumvent any technological measure designed to protect the Services or any technology associated with the Services; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services' source code, in whole or in part (unless a portion of code contained within the Services is released as open source and the open source license governing such code expressly permits reverse engineering, copying or other modification); (e) use the Services to create malicious or abusive content (as determined by Roblox in its sole discretion) or any content that violates these Roblox Terms, Additional Terms, guidelines, or policies; or (f) use the Services (or any part thereof or any technology contained therein) in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws.

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## 9 ▼ Third-Party Services.

- a. **Third-Party Services.** Some parts of the Services may include or make available content, tools, or other materials, including but not limited to Experiences, from third parties (people or companies other than Roblox) ("Third-Party Services"). Depending on a User's age, this could include links to other websites, features that let a User link their User Accounts to other accounts (like Facebook), or third-party buttons (e.g., "like" or "share"). As described in this Section 9, Roblox neither controls nor takes responsibility for any Third-Party Services, including, without limitation, how a third party may collect, use, or store User information. You understand that your use of the Services and, by extension, Third-Party Services, may subject you to fees, terms, and/or policies, such as a privacy policy, that are not controlled by Roblox. By your use of the Services and integrated Third-Party Services, you agree to pay any fees and to follow any terms, conditions, and policies presented by those Third-Party Services.
- b. **Disclaimer.** You understand that by using the Services, you may come across Third-Party Services that (i) may be considered offensive, or objectionable; (ii) may or may not be identified as having explicit language; (iii) may contain links or references to objectionable material; (iv) may contain infringing content; (v) may not function properly or as intended; may contain viruses, malware, or other harmful code; and/or (vi) may not be available in all countries or languages. You agree to use the Services at your own risk. User acknowledges and agrees that Roblox is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright, compliance, legality, decency, quality or any other aspect of such Third-Party Services. Roblox does not warrant or endorse any Third-Party Services. You further agree that Roblox will not have any responsibility or liability to you in connection with such Third-Party Services, including any losses you may sustain as a result of using such Third-Party Services.
- c. **Notices.**
  - i. **Apple.** If a User is using the Roblox mobile application ("App") on an iOS device, User also acknowledges and agrees to the terms of this Section. The Roblox Terms are between User and Roblox only, not with Apple, and Apple is not responsible for the Services and the content of the Services. Apple has no obligation whatsoever to provide any maintenance and support service with respect to the Services. If the Services fail to meet the applicable warranty, User may notify Apple, and Apple will refund any applicable purchase price for the App to User. Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by User or any third party relating to the Services or User's use of the Services, including: (a) product liability claims; (b) any claim that the Services fail to meet any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any

third-party claim that the Services or User's use of the App infringe that third party's intellectual property rights. User agrees to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of the Roblox Terms, and when User accepts the Roblox Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Roblox Terms against User as a third-party beneficiary. User hereby represents and warrants that (a) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) User is not listed on any U.S. Government list of prohibited or restricted parties.

- ii. **Autodesk.** Roblox Studio contains Autodesk® FBX® code developed by Autodesk, Inc. Copyright 2016 Autodesk, Inc. All rights reserved. This code is provided "as is" and Autodesk, Inc. disclaims any and all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. In no event will Autodesk, Inc. be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including obtaining substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of such code.
- iii. **PlayStation.** This Section applies to Users accessing the Services on a Sony PlayStation® device. Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America. Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation™Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game. The Roblox Terms are between User and Roblox only, and not with any of Sony Computer Entertainment, Inc., Sony Computer Entertainment America LLC, and Sony Computer Entertainment Europe Ltd. (collectively, "SCE"). Roblox, and not SCE, is responsible for the Services. User is granted a limited license to use the Services only on a "System" (which includes PlayStation, PlayStation 2, PlayStation 3, PlayStation 4, PlayStation Portable (PSP), PlayStation Vita (PS Vita), and PlayStation Vita TV (PS Vita TV), including all iterations and server emulations of each) that User owns or controls or such other system to which the Services are delivered by the proprietary online network operated by SCE or its affiliates, accessible via the Systems and other devices. Each SCE Company is a third party beneficiary of the Roblox Terms.

## 10 ▼ Experience Rules + Dispute Resolution (Between Users and Creators or Between Creators).

If a User has an issue with any Creator UGC (including Experiences or other Virtual Content), Users should first contact the Creator of the UGC directly to resolve the issue.

- a. **Experience Rule Violations.** Roblox permits Creators to create custom rules that govern Experiences and the actions of Users within ("Experience Rules"). Experience Rules are created, governed, and administered by the Experience Creator and not by Roblox. As such, violations of Experience Rules may only be reported to (and handled by) the Experience's Creator directly. They may not be reported through Roblox's Report Abuse system.

Experiences will have their own system for (i) monitoring User compliance with and (ii) moderating Users who violate the Experience Rules. Moderations may include a violative User being banned from accessing an Experience – temporarily or permanently – and may also include the loss of Virtual Content acquired in that Experience. All such moderations are conducted by the Creator on behalf of the Experience, and Roblox is not responsible for a Creator's actions in this respect.

- b. **Dispute Resolution.** If a User has an issue with any Creator UGC (including Experiences, Experience Rules, or other Virtual Content), a User must first contact the Creator of the UGC directly to resolve the issue. See [here](#) for additional information about disputes between Creators and Users.
- c. **Escalation to Roblox.** While Roblox is not responsible for the actions or moderations of a Creator based on the Experience Rules or the resolution of issues between Users and Creators or between Creators, Roblox wants to make sure that

everyone enjoys the Services. Accordingly, Roblox has the right (but not the obligation) to intervene in issues between Users and Creators or between Creators to try to help resolve them. Before escalating any such issues to Roblox, Users should first make a real, genuine effort to work out a resolution with the Creator. If such attempt is unsuccessful, User may escalate the issue to Roblox's Customer Service team by completing the [Roblox Support Form](#). If Roblox chooses to intervene or take action in any dispute between a User and Creator or between Creators, User and Creator agree that Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) is final, and Creator and User will accept that decision. Users and Creators agree to work with Roblox in a timely manner to resolve all such issues, and failure to do so shall be a violation of the Roblox Terms.

## 11 ▼ Dispute Resolution (Between User and Roblox); Arbitration Agreement; Class Action Waiver.

Except as otherwise permitted in the Roblox Terms, you agree that any dispute, claim, or controversy you may have with Roblox arising under or relating in any way to the Roblox Terms or the Services ("Dispute") will be governed and resolved through the Mandatory Informal Dispute Resolution ("MIDR") process (as outlined below).

**FOR U.S. RESIDENTS ONLY:** If the MIDR process has been completed but the Dispute remains unresolved, you agree that such Dispute will be determined through binding arbitration (as outlined below) and not through litigation. This agreement applies regardless of the legal theories involved in the Dispute and regardless of whether the Dispute is with Roblox, its subsidiaries, affiliates or parent company, or any suppliers or service providers involved with the Services, or their officers, directors, employees, agents, or successors. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO FILE A LAWSUIT IN COURT BEFORE A JUDGE OR JURY, INCLUDING IN A CLASS ACTION, FOR ANY DISPUTES SUBJECT TO THE ARBITRATION PROVISION BELOW.**

a. **Mandatory Informal Dispute Resolution.** We hope there's never a Dispute between us. but if there is, we both recognize and agree that good faith, informal efforts to resolve Disputes often result in prompt, low-cost, and mutually beneficial outcomes. Therefore, we each agree that—before either of us may commence an arbitration or assert any claim in court, except as set forth in Section 11.a.vi, below—we will engage in the following MIDR process:

- i. Notice. To initiate the MIDR process, the party with a Dispute must first give written notice to the other party.
  - To notify Roblox, you must send written notice to **Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403** by certified U.S. Mail or by Federal Express (or international equivalent), providing: (a) the User's full name, Roblox username, and any email or billing address associated with the User's Roblox Account; (b) the name and contact information of the User's counsel, if User is represented by counsel; (c) a brief description of the User's Dispute and the resolution requested; and (d) the ticket or case number provided by Roblox Support to track previous attempts to resolve the Dispute, if there is one.
  - To notify a User, Roblox will send a written notice to the email address or billing address that you provided to Roblox (or, if none is provided, through the messaging system on the Roblox Service); that notice will include (a) the name and contact information of Roblox's counsel; and (b) a brief description of Roblox's Dispute and the resolution requested.
- ii. Process. Both parties will then engage in the MIDR process. The MIDR process requires conferring in writing—or, if requested by either party, via teleconference or videoconference—in a good faith effort to informally resolve the Dispute. If either party is represented by counsel, that counsel may participate.
- iii. Confidentiality. All offers, promises, conduct, and statements made in the course of the MIDR process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the MIDR process.
- iv. Timing. The MIDR process shall occur within sixty (60) days of receipt of the written notice described in subsection i above, unless an extension is mutually agreed upon by the parties. However, if a party is seeking injunctive relief on an emergency basis (for example, a preliminary injunction or temporary restraining order), the MIDR process with respect to that relief shall occur within three (3) business days of receipt of the written notice described in subsection i above,

unless an extension is mutually agreed upon by the parties. Any statute of limitations will be tolled while the parties engage in the informal dispute resolution process described in this section.

v. MIDR Is a Mandatory Prerequisite to Arbitration or Litigation. If, after participating in the MIDR process, we have been unable to resolve the Dispute, either party may commence an arbitration (or litigation, if the claim falls within an exception to the Arbitration Agreement (as defined below)). However, if we have not engaged in the MIDR process as set forth in this section, the Dispute may not be submitted to arbitration, nor may a claim be filed in court, until the MIDR process occurs. User and Roblox understand and agree that any Dispute that has not first been subject to MIDR:

- Shall not be accepted by the arbitration provider, and shall be deemed frivolous under Federal Rule of Civil Procedure 11(b); further, the arbitrator may allocate any arbitration fees and/or costs to any party that files a frivolous claim in violation of this Section 11.a; and
- Shall be subject to dismissal if asserted in court.

vi. Exceptions. If a Dispute involves a claim that asserts infringement of patent, copyright, trademark, or trade secret rights, the User and Roblox are not required to participate in the MIDR process set forth in this section.

b. **Arbitration Agreement. THE FOLLOWING APPLIES TO U.S. USERS ONLY.** If there is a Dispute between us, and we're unable to resolve it through the MIDR process described in subsection a. above, this subsection explains in detail the process for resolving that Dispute. Please read this section carefully; it's important.

i. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. EXCEPT AS OTHERWISE PROVIDED IN THE ROBLOX TERMS, USER AND ROBLOX AGREE THAT ANY DISPUTE THAT CANNOT BE RESOLVED THROUGH MIDR, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH HEREIN, RATHER THAN IN COURT. USER AND ROBLOX THEREBY AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT USER AND ROBLOX MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR CLASS ARBITRATION.

This arbitration agreement and class action waiver ("Arbitration Agreement") applies to all Users who are United States residents and, except as provided below, to all Disputes—regardless of (a) the legal theories involved in the Dispute, (b) when the Dispute arose, and (c) whether the Dispute is with Roblox, with Roblox's subsidiaries, affiliates, or parent company, or with any suppliers or service providers involved with the Services (including any officers, directors, employees, agents, or successors).

ii. Federal Arbitration Act; Interpretation; and Enforcement. This Arbitration Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("FAA"), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this Arbitration Agreement and all of its provisions, including, without limitation, the class action waiver. State arbitration laws do not govern in any respect. Further, User and Roblox each agree that the Roblox Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

iii. Arbitration Generally; Relief Available. There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award, on an individual basis, the same damages and relief as a court (including injunctive and declaratory relief and statutory damages) and must follow the Roblox Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

iv. Arbitration Proceedings and Rules. Arbitrations will be administered by FedArb in accordance with FedArb's Expedited Arbitration Rules and (if applicable) Framework for Mass Arbitration Proceedings ADR-MDL, except as modified by the Roblox Terms. In particular, the Framework for Mass Arbitration Proceedings ADR-MDL shall apply if five or more demands for arbitration are filed that share common factual or legal issues, and if counsel for the parties submitting those demands are the same or coordinated. Users can find more information at [www.fedarb.com](http://www.fedarb.com) or by calling 1-650-328-9500.

Unless required by law, or unless the parties mutually agree otherwise in writing, any arbitration hearing—including oral arguments—will be conducted through video conferencing. If the arbitration hearing is conducted in person, it will take

place in San Mateo County, California, if that is a convenient location for the User, or the county or parish where the User resides.

At the conclusion of the arbitration, the arbitrator will issue a written decision explaining the findings and conclusions upon which the arbitrator's decision is based.

Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it—including but not limited to any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing, the decision, and the arbitration award—will be confidential and will not be disclosed to any third party, except as necessary to obtain court confirmation of the arbitration award.

v. Commencing an Arbitration. A party who has complied with the MIDR process described above and who wishes to start arbitration must submit a demand for arbitration and a copy of the User Terms to FedArb at [https://fedarb.my.salesforce-sites.com/Roblox\\_DemandForm](https://fedarb.my.salesforce-sites.com/Roblox_DemandForm).

vi. Fees and Costs. If you commence an arbitration in accordance with the Roblox Terms and Arbitration Agreement, you will be required to pay the first \$50 of FedArb's filing fee. Except as otherwise set forth in Section 11(a)(v) and this subsection, you will not be responsible for paying any other fees for the arbitration other than the filing fee; all other fees or expenses charged by FedArb will be paid by Roblox. Further, if FedArb determines that you are unable to pay any part of the filing fee, Roblox will pay that part too.

Users are otherwise responsible for their own costs and attorneys' fees; Roblox will not pay such costs or attorneys' fees unless ordered to do so by the arbitrator.

If the arbitrator finds that either the substance of the claim or the relief sought is frivolous or brought for an improper purpose, the parties agree that the arbitrator may order the losing party to reimburse the prevailing party for all arbitration fees—as well as reasonable attorneys' fees and costs. Further, in cases where a statute authorizes the award of attorneys' fees or costs to the prevailing party, the arbitrator may award attorneys' fees or costs pursuant to that statute.

The parties agree that FedArb has discretion to modify the amount or timing of any fees due under any applicable rules or fee schedules, and further agree not to oppose any modifications to the timing or amount of any fees due—provided that such modifications do not increase the fees to either party.

vii. Delegation; Interpretation. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of the Roblox Terms, including, but not limited to, any claim that all or any part of the Roblox Terms is void or voidable; however, in the event of a Dispute about which particular version of the Roblox Terms you agreed to, a court will decide that specific question prior to the commencement of the arbitration. This Arbitration Agreement is intended to be broadly interpreted and will survive termination of the Roblox Terms.

viii. Severability. If any provision of this Arbitration Agreement is found unenforceable, that provision will be severed, and the balance of the Arbitration Agreement will remain in full force and effect. If a court decides that applicable law precludes enforcement of this Arbitration Agreement as to any particular claim, then that claim must be severed from the arbitration, while the remaining claims will still be resolved through binding arbitration.

ix. Opting Out. You may opt-out of the Arbitration Agreement entirely and litigate any Dispute with us by sending written notice to Roblox within 30 days of signing up for the Services for the first time. Thereafter, you may only opt-out of material changes to the Arbitration Agreement by sending written notice within 30 days after Roblox provides notice of those changes (unless a longer period is required by applicable law). In either case, to opt-out, a User must send a written notice entitled "Arbitration Opt-Out Notice" to Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403 by certified U.S. Mail or by Federal Express (or international equivalent). To be valid, the opt-out notice must be sent to Roblox from the User who wants to opt-out (or that User's Guardian) and include (a) the User's full name, Roblox username, and email address, (b) a clear statement that the User wants to opt-out of the Arbitration Agreement, or wants to opt-out of a material change to the Arbitration Agreement, as applicable, and (c) the User's signature (or the signature of the User's Guardian, if the User is a Minor). If opting-out of a material change, the notice

must also identify the particular material change to which the User wants to opt-out. An opt-out notice applies only to the Arbitration Agreement; all other parts of the Roblox Terms will still apply to the User and Roblox. Further, an opt-out notice does not revoke or otherwise affect any previous agreement to the Arbitration Agreement. By opting out of a material change to the Arbitration Agreement, you agree to arbitrate any Dispute in accordance with the language of the last version of the Arbitration Agreement that you accepted.

x. **Exceptions.** The Arbitration Agreement shall be subject to the following exceptions:

- Users and Roblox retain the right to participate in class-wide settlement of claims.
- The Arbitration Agreement does not apply to Users who are not residents of the United States, or to Users who (pursuant to subsection ix above) properly opt-out of the entire Arbitration Agreement within 30 days of signing up for the Services for the first time.
- If a Dispute is within the jurisdiction of small claims court, either the User or Roblox may (after engaging in the MIDR process) choose to take the Dispute to small claims court in the User's county of residence, or in the Superior Court of California, County of San Mateo.
- If a Dispute involves a claim that asserts infringement of patent, copyright, trademark, or trade secret rights, either the User or Roblox may assert the claim in federal or state court, as set forth in Section 15.

c. **Timing for Raising Disputes.** USER AND ROBLOX AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR IT IS PERMANENTLY BARRED.

## 12 ▼ Governing Law, Jurisdiction, and Venue.

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- a. Except as otherwise provided herein, the Roblox Terms are governed by the laws of the State of California without regard to conflict of law principles.
- b. Except for small claims court actions, any Dispute that is not subject to the Arbitration Agreement as outlined in Section 11 above (including if the Arbitration Agreement is for any reason held to be unenforceable) may only be litigated in the federal or state courts of San Mateo County, California, and User and Roblox consent to jurisdiction in those courts for such purposes, except as otherwise provided by the European Union's General Data Protection Regulation.

## 13 ▼ Disclaimers; No Warranties.

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- a. **UGC Disclaimer.** Except as may be required by applicable law, Roblox is not liable for, nor is Roblox obligated to screen, approve, edit, or control any UGC that Users, Creators, or others Publish or otherwise make available on the Services. Roblox may, however, at any time, without notice, and without any obligation to User, remove, edit, block or suspend the availability of any UGC that Roblox thinks violates the Roblox Terms or is otherwise objectionable. User understands that when using the Services, User will see UGC from a variety of sources and understands that UGC could be inaccurate, offensive, or objectionable. User agrees to waive, and does waive, any legal or equitable right or remedy that User has or may have against Roblox regarding UGC. If notified by a User or content owner that UGC allegedly violates the Roblox Terms , Roblox may investigate and decide whether to remove or disable access to the UGC (which Roblox can do at any time, without notice).
- b. **Experience Guidelines.** The Services display to Users an age guideline and certain other descriptors about Experiences. A description of those age guidelines can be found [here](#). The age guidelines or descriptors for an Experience may be modified from time to time, such as based on additional information reported to Roblox or changes made to the Experience by a Creator. User is solely responsible for reviewing the age guidelines and descriptors for an Experience to determine whether any such changes have been made. Roblox does not warrant the accuracy of the guidelines or descriptors. User acknowledges and agrees that Roblox is not responsible for the accuracy, completeness, validity, or quality of any age guidelines or descriptors.

- c. **As Is.** THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROBLOX AND ROBLOX’S OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, INVESTORS, BUSINESS PARTNERS, SUBSIDIARIES AND AGENTS (TOGETHER, THE “AFFILIATED PARTIES”) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE AFFILIATED PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY PART OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATIONS OF CONTENT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- d. **No Responsibility.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM ROBLOX OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE AFFILIATED PARTIES OR ROBLOX THAT IS NOT EXPRESSLY STATED IN THE ROBLOX TERMS. USER ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM USER’S USE OF OR ACCESS TO THE SERVICES, USER’S DEALING WITH ANY OTHER USERS ON THE SERVICES, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 14 ▼ Limitations of Liability.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROBLOX AND THE AFFILIATED PARTIES BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO USER’S ACCESS TO OR USE OF, OR USER’S INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER AGREES THAT THE AGGREGATE LIABILITY OF ROBLOX AND THE AFFILIATED PARTIES TO USER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE UNDER THE ROBLOX TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$1,000 USD (EXCEPT AS NOTED IN SECTION 11 ABOVE OR AS OTHERWISE SET FORTH IN THE CREATOR TERMS).

## 15 ▼ Indemnification.

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You agree that you will be responsible for your use of the Services, and you further agree to defend and indemnify Roblox and the Affiliated Parties from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of the Services; (b) your violation of any part of the Roblox Terms, any representation, warranty, or agreement referenced in the Roblox Terms, or any applicable law or regulation; (c) your actual or alleged violation of any third-party right, including any intellectual property right, publicity or privacy right, property right, or confidentiality obligation; or (d) any Dispute or issue between you and any third party. Roblox reserves the right, at Roblox’s own cost, to take on the exclusive defense and control of any matter subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with Roblox’s defense of that claim.

## 16 ▼ Notice to California Residents.

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- a. **Complaints.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210 in order to resolve complaints regarding the Services or to get more information regarding your use of the Services.
- b. **Minors.** If you are a California resident under the age of 18, you may request that Roblox remove certain personal content that you have publicly posted to the Services, and Roblox will comply with such request to the extent permitted and/or required by law. Such content may include personal information but does not include (a) anonymized information or (b) UGC that you have uploaded to the Services (as you have received consideration for providing it). To make such a request, please contact [Roblox Support](#). The request must include your username and a specific description of the content that you want removed so that Roblox can find it. Roblox will not accept requests via postal mail, phone, or fax and may not be able to respond if you provide incomplete information. A request does not guarantee that the information you posted will be completely removed, and there may be circumstances in which the law does not require or allow removal, even if you make such a request.

## 17 ▼ Miscellaneous Terms.

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- a. **General.** These User Terms, together with all Roblox Terms, make up the entire agreement between you and Roblox regarding the Services and your use thereof. You may not assign these Roblox Terms or any of your rights hereunder by operation of law or otherwise without Roblox's prior written consent. Roblox may assign the Roblox Terms at any time to anyone without notice or consent. This agreement is binding on and inures to the benefit of Roblox's and your respective successors and assigns. If any part of these Roblox Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible (or, if it cannot legally be given any effect, will be severed from the Roblox Terms), and the remaining parts will remain in full force and effect. Nothing in the Roblox Terms will be deemed to confer any rights or benefits on a third party (other than Apple as noted in Section 9.c.).
- b. **Termination; Survival.** In the event of termination of these User Terms or any Additional Terms, as applicable, the rights and duties of Roblox and User to each other will terminate except that any part of the Roblox Terms or Additional Terms, which by their nature should survive termination, will survive, including Sections 6, 8, 9, 10, 11, 13, 14 and 15.
- c. **Waiver.** No waiver of any part of the Roblox Terms by either User or Roblox shall be deemed a continuing or further waiver of any such part or any other part of the Roblox Terms, and Roblox's or User's failure to assert any rights or part of the Roblox Terms shall not be deemed or otherwise constitute a waiver of such right or part.
- d. **Interpretation.** The section headers in these Roblox Terms are for convenience and will not impact the interpretation of these Roblox Terms. In all cases where Roblox is allowed to make a decision under these Roblox Terms, that decision is completely up to Roblox, in its sole discretion. The Roblox Terms are subject to applicable law, meaning that they apply except to the extent otherwise prohibited or required by applicable law. Unless the context dictates otherwise, whenever the word "including," or similar is found in the Roblox Terms, it means "including, without limitation" and whenever the word "or," is found in the Roblox Terms, it means "and/or."
- e. **Compliance with Laws.** When using the Services, you agree to comply with all applicable laws. User will not directly or indirectly export, re-export, or transfer the Services to prohibited countries or individuals (or allow either to use the Services). User hereby represents and warrants that (i) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) User is not listed on any U.S. Government list of prohibited or restricted parties.
- f. **Consent to Online Communications.** By using the Services, you agree to receive certain electronic communications from Roblox as described in the [Privacy Policy](#), (which are incorporated by reference into these User Terms, and by your use of the Services, you acknowledge that you have read). You further agree that any notices, agreements, disclosures, or other

messages that Roblox sends to you by electronic means shall satisfy any legal requirements that such communications be in writing. To the extent permitted by applicable law, you agree that any time you electronically transact, agree, or consent via the Services, it is intended to be an electronic signature which binds you as if you had signed on paper.

- g. **Investigations; Cooperation with Law Enforcement.** Roblox reserves the right to investigate and prosecute any suspected or actual violations of these Terms. Roblox may disclose any information as necessary or appropriate to satisfy any law, regulation, legal process, or government request.
- h. **Prevailing Language.** To the extent any of the Roblox Terms are made available in multiple languages, in case of any discrepancies or conflicts between the English version of the Terms and any other language version, the English version will govern and prevail.

## 18 ▼ Contact Information.

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The Services are offered by Roblox Corporation located at 970 Park Place, Suite 100, San Mateo, CA 94403. You can contact Roblox by sending any messages to that address, completing the [Roblox Support Form](#), or by calling Roblox at (888) 858-2569. If you are a California resident, you may have the Roblox Terms e-mailed to you by sending a request, including your email address, to the address above.

## ▼ CREATOR TERMS

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Creators are the heart of the Roblox community, and we created the following terms (“**Creator Terms**”) to set forth the rules and guidelines for creating and Publishing UGC on the Services as well as the use of UGC or other Roblox IP or content on the Services. These Creator Terms apply to all Users of Roblox.

In addition to these Creator Terms, Creators must also abide by the User Terms, both in their capacity as a Creator and as a User of the Services, and any Additional Terms (such as Roblox’s [Advertising Standards](#), [Biometric Policy](#), and [DevEx Terms](#)), as may be applicable.

Please note that Supplemental Provisions apply to: (i) a User's interactions with UGC Published on the Services by creators that use Luobu Studio and to a Creator's submission of UGC to the Luobulesi Game for distribution in the People's Republic of China (See Appendix A); (ii) Users in Japan (See Appendix B); (iii) Users in the EU/EEA and the United Kingdom (collectively referred to as “Europe”) (See Appendix C); and (iv) Users in Vietnam (See Appendix D).

## 1 ▼ Definitions

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Any capitalized words not defined herein take the meaning given to them in the User Terms or the [Roblox Dictionary](#).

## 2 ▼ Intellectual Property.

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- a. **Roblox Services; Ownership; License.**
  - i. Roblox IP. Terms outlining the ownership of Roblox IP are set forth in Section 6.a. of the User Terms.
  - ii. Roblox Studio. Roblox provides Creators with a free software tool (“**Studio**”) that allows them to create, develop, modify, operate, and Publish Experiences and 3D Virtual Content (collectively encompassed by “UGC,” as that term is originally defined in the User Terms) on the Services. Roblox owns and/or controls all rights in/to Studio and all elements contained therein. Subject to Creator’s compliance with these Creator Terms, Roblox grants Creator a non-exclusive,

limited, revocable, non-sublicensable, and non-transferable license to use Studio solely for the purpose of creating, developing, modifying, uploading, and Publishing Creator's UGC on the Services ("Studio License"). Creator may only use Studio in a way consistent with these Creator Terms.

iii. Roblox Templates. "Templates" are made available by Roblox (generally via Studio) and serve as a starting point that Creators can use to more easily create UGC. Roblox owns or controls all rights in all Templates and all elements contained therein and makes Templates available to Creators pursuant to the Studio License. Creators may only use Templates in a way consistent with these Creator Terms. Using a Template does not give Creator any ownership rights in/to that Template.

iv. Roblox Classic Avatars. Roblox has created, owns all intellectual property in, and makes available to Creators for use solely on the Services certain models, which include (a) avatars derived from a model constructed out of only 6 parts (known generally as "R6" avatars); (b) avatars derived from a model constructed out of only 15 parts (known generally as "R15" avatars); and (c) subject to subsection 2.b below, any derivatives thereof (to be determined in Roblox's sole discretion) that are based on or derived from the following body forms developed by Roblox, as may be revised by Roblox from time to time and as further described in the following links:

- Roblox Boy: <https://www.roblox.com/bundles/109/ROBLOX-Boy>;
- Roblox Girl: <https://www.roblox.com/bundles/108/ROBLOX-Girl> and <https://www.roblox.com/bundles/282/ROBLOX-Girl>;
- Roblox Man: <https://www.roblox.com/bundles/238/Man>;
- Roblox Woman: <https://www.roblox.com/bundles/239/Woman>;

(collectively, "Classic Avatars").

Subject to the rights Creator grants to Roblox in subsection 2.b below, Roblox grants Creators (a) the right to use such Classic Avatars as avatars solely on the Services; (b) the right to alter, customize, and modify such Classic Avatars (each a "Modified Classic Avatar") solely for the purpose of using such Modified Classic Avatar on the Service or as otherwise permitted under these Creator Terms; and (c) the non-exclusive right to apply Creator's UGC to Classic Avatars and Modified Classic Avatars on the Services only.

Roblox further grants the Creator of each Modified Classic Avatar a limited, non-exclusive, revocable, non-transferable license to use such Modified Classic Avatar solely on the Services and as otherwise permitted under these Creator Terms. Roblox reserves all rights in Classic Avatars and Modified Classic Avatars not expressly granted herein, including the exclusive right to create derivative works incorporating Classic Avatars and Modified Classic Avatars.

Creators shall in no event use Classic Avatars or Modified Classic Avatars (including any portions thereof) in connection with any off-Services physical or digital merchandise, motion picture, television program, theatrical play, book, or other publication, in each case whether for giveaway or compensated access (including license or sale). Creator hereby represents and warrants not to make any such use of Classic Avatars or Modified Classic Avatars.

v. Builder Font Family. Roblox makes available, and owns all rights in, its Builder font family for creating, developing, modifying, uploading, and publishing UGC on the Services. Use of the Builder font is governed by and conditioned on compliance with the [Builder font license](#). Creator may only use the Builder font in a way consistent with these Creator Terms.

vi. Other Roblox Content. Roblox, at its sole discretion, may create, develop, and make available on and through the Services other content ("Other Roblox Content"). Subject to Creator's compliance with these Creator Terms, Roblox grants Creator a non-exclusive, limited, revocable, non-transferable license to use such Other Roblox Content solely on the Services and in connection with Creator's UGC ("Other Content License"). Creator will not be entitled to any payment or compensation for Creator's use of Other Roblox Content (including any modifications or enhancements thereto).

vii. Roblox Trademarks. Creators are prohibited from using the name "Roblox," "Blox," and any name similar to Roblox (to be determined in Roblox's sole discretion), in the titles of any Experiences. Subject to the foregoing restriction and Creator's adherence to the [Roblox Name and Logo Guidelines](#), Roblox hereby grants Creator a non-exclusive, personal, limited,

revocable, non-transferable license to use Roblox trademarks, whether registered or unregistered, solely for use within Creator's Experience(s) on the Services, including in connection with the creation of Virtual Content ("Roblox Trademark License"). All goodwill arising from any use by Creator of any Roblox trademarks will inure solely to Roblox. Use by Creator of any Roblox trademarks outside of the Roblox Services (including a trademark that may be contained in the title of a Creator's Experience) is permitted only as set forth in the [Roblox Name and Logo Guidelines](#).

**For Experiences Published Prior to June 22, 2022:** Notwithstanding the foregoing and subject to Creator's continued compliance with these Creator Terms, the [Roblox Name and Logo Guidelines](#), and all other Roblox Terms, any Creators who Published Experiences on the Services prior to June 22, 2022 that contained "Roblox," "Blox," or similar names in their title may continue to keep such name(s). To each Creator of such Experience Roblox hereby extends the Roblox Trademark License to cover use in connection with the title of your Experience.

viii. Termination of License. Roblox reserves the right to terminate or modify the Studio License, Template License, Other Roblox Content License, and Roblox Trademark License at any time and for any reason.

b. User-Generated Content (UGC).

i. Ownership of UGC. Except for Modified Classic Avatars and subject to the rights and licenses Creator grants in these Creator Terms (and any applicable Additional Terms), as between Creator and Roblox or Creator and Users, Creator retains all copyrights that Creator may hold in any UGC that Creator has ever created or will create (whether alone or with others) and Publishes or makes available on the Services (excluding any non-UGC Roblox IP that may be contained therein).

ii. Roblox License to UGC. In consideration for the use of the Services and Creator's potential to earn Robux, Creator grants Roblox a perpetual, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense to any person or entity, including without limitation other Users and Creators) to host, store, transfer, translate, run, localize, publish, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, adapt, create derivative works of, enhance, distribute, and use for any business purpose related to the Services (including in connection with operating, providing, publicizing, or improving the Services or Roblox, including without limitation, in connection with the training, development, and use of machine learning and related models) any UGC and any interaction data on the Services, including inputs and outputs within Studio, relating to creating and modifying such UGC, in whole or in part (including any incorporated or associated trademarks and underlying source code and scripts), that Creator Publishes or makes available on or through the Services.

Notwithstanding the above, Creator also grants to Roblox the exclusive, worldwide, irrevocable, perpetual, fully paid, sublicensable right to apply Creator's UGC to a Classic Avatar or Modified Classic Avatar, whether on or off the Services; provided, however, that Roblox's off-Services right specifically excludes the right to apply (a) shirts, pants, or T-Shirts designed by a Creator (excluding any Roblox IP that may be contained therein); (b) trademarks owned or controlled by a Creator; or (iii) copyrighted material owned or controlled by a Creator that has been published outside of the Services prior to the time that it was Published by Creator on the Services.

Subject to the rights and licenses granted herein, to the extent that a Creator has or obtains any right, title or interest in any Modified Classic Avatar, Creator hereby irrevocably assigns to Roblox all such right, title and interest. This assignment includes all intellectual property rights and other proprietary rights therein, including rights in any licenses that such Creator may have granted. It also includes rights in any Modified Classic Avatar developed under prior versions of these Roblox Terms. Notwithstanding the foregoing, Roblox may, in its sole discretion, permit a Creator who has customized a Classic Avatar or Modified Classic Avatar so that it no longer appears similar to a Classic Avatar or Modified Classic Avatar (or any derivatives thereof, all as determined by Roblox in its sole discretion) to receive all right, title and interest in such customized Classic Avatar or Modified Classic Avatar, subject to Creator granting Roblox the perpetual, worldwide, non-exclusive, royalty-free right and license discussed in this Section.

Creator also agrees to make its UGC available in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of the Services or Roblox as permitted herein, even if Creator has

exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws (all the foregoing paragraphs in this section collectively, the “UGC License”).

Roblox’s right to market and advertise the Services or Roblox using Creator’s UGC (excluding Modified Classic Avatars) (“Ancillary Use”) will not include using such UGC in marketing and advertising that is focused solely on promoting Creator’s UGC (as reasonably determined by Roblox) as part of the Services without Creator’s approval, but Roblox can generally reference, as determined by Roblox in its sole discretion, Creator’s UGC with other UGC or material (and without Creator’s approval) to promote, market or advertise the Services or Roblox. Roblox may also use Creator’s UGC for non-commercial and educational uses to promote the Services (and Roblox will reasonably determine whether a use is non-commercial or educational). Other than the potential to earn Robux, Roblox is not required to give Creator any attribution or compensation for any reason nor is Roblox required to use the license Creator grants in this Section or exploit any of the rights granted herein.

Creator retains the right to delete or update any or all content within an Experience at any time and at Creator’s discretion (and Creator will delete or update such content if required by law), provided that regardless of any such update or deletion having occurred, and regardless of any termination of these Creator Terms or termination or suspension of Creator’s Account: (i) except where no longer possible due to the deletion of an Experience, Virtual Content created by Creator which was validly purchased or otherwise validly obtained by a User may continue to be accessed and used by such User indefinitely (or, in the case of UGC Subscriptions, for the duration of the purchased subscription period) in accordance with and subject to the terms and policies of the Services; and, (ii) Roblox’s right to use any UGC or other content that is already in use by Roblox pursuant to a license or otherwise in accordance with these Roblox Terms or already in use by Roblox as part of an Ancillary Use shall continue in perpetuity.

In addition to Roblox’s right to grant sublicenses for Creator’s UGC, Creator, when Publishing certain UGC onto the Service, may be asked if Creator would like to share such UGC directly with other Users. Creator is not required to do so, but if Creator does agree to grant this right, then other Users may use Creator’s UGC to create their own Experiences and other UGC on the Services without any further obligation to Creator.

Where Creator’s Virtual Content is sold or otherwise provided to a User, Creator agrees that, pursuant to the rights granted to Roblox herein and regardless of whether the Virtual Content was sold or provided by Creator to the User, Roblox may allow the User to continue to access and use such Virtual Content indefinitely (in accordance with and subject to the Roblox Terms) even if the Virtual Content is no longer otherwise accessible on the Services.

Roblox’s rights under this UGC License shall expressly survive if Creator’s Account is terminated due to Creator’s breach or violation of these Creator Terms or any of the Roblox Terms.

iii. Through-to-the-Audience Rights. The rights Creator grants in these Creator Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third-party services won’t have separate liability to Creator or anyone else for UGC that Creator has made available on the Services or used on Third-Party Services via Roblox’s Services.

iv. Authorization to Publish UGC to Services. Creator must not Publish or otherwise make any UGC available on the Services if Creator is not the owner of or is not fully authorized to grant rights in all parts of that UGC. Without limiting Creator’s obligations under Section 9 of these Creator Terms (and all other obligations set forth in the Roblox Terms), Creator agrees to pay all amounts owed to any person as a result of Creator Publishing or making UGC available on the Services.

v. Suspension of UGC Availability. Roblox may, in its sole discretion, suspend availability of or delete any UGC or other content on the Services at any time and for any period of time, including in perpetuity, without notice if such UGC or other content violates any laws or intellectual property rights or principles or any guidelines or policies associated with the Services or if Roblox determines in its sole discretion that such UGC does or may cause harm to Users, the Services, or to Roblox’s reputation. Roblox is and shall be under no obligation of any kind to Creator for suspending any UGC in accordance with this Section.

vi. Limitations on Use of UGC. Notwithstanding Creator’s ownership of UGC (other than Modified Classic Avatars and the right to apply Virtual Content and other UGC to Classic Avatars and Modified Classic Avatars) as set forth above and

without limiting any other limitations set forth herein, Creator shall in no event use Creator's UGC (in any medium or format, including on or off the Services): (a) in a manner that is offensive, defamatory, sexually explicit, or otherwise objectionable (in each case, as determined by Roblox in its sole discretion); (b) in connection with false, defamatory, libelous or slanderous statements concerning Roblox; or (c) in a manner that is intended or reasonably likely to suggest or imply that Creator is affiliated with Roblox or that Roblox endorses Creator or its use of the applicable UGC.

vii. Infringement and DMCA. Roblox fosters creativity and respects the intellectual property rights of others, including Creators. Any copyright owner or an agent of a copyright or trademark owner (including other Creators who are owners or agents of a copyright or trademark owner) who believes that any content on the Services (including UGC) infringes upon its copyrights or trademarks may submit a notification pursuant to the reporting process outlined in Section 6.d. of the User Terms. As referred to throughout the Roblox Terms, Roblox, in appropriate circumstances, may terminate the Accounts of Users (or Creators) who Roblox determines, in its sole discretion, are repeat infringers as contemplated by the DMCA.

## 3 ▼ Groups.

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### a. Definitions.

- i. **Group.** For purposes of the Roblox Terms, a "Group" exists where Creators have joined together and, via a single email address, registered on the Services as a single unit for the purpose of releasing an Experience or other Virtual Content through the Services. For corporate accounts, the company (or other legal entity) named on the account is considered a Group.
- ii. **Owner.** Each Group must select an "Owner," who shall be the individual or entity that controls the email address used to register the Group on the Services, to act on behalf of the Group. The Owner, in its sole discretion, may choose to transfer ownership of the Group at any time to a new owner; provided, however, that only one individual or entity may be the Owner of a Group at a time. If an Owner's account is terminated pursuant to these Creator Terms, the Roblox Terms, or other applicable Additional Terms, Roblox may, in its sole discretion, designate another Owner of the Group; provided, however, that nothing will obligate Roblox to do so if Roblox, in its sole discretion, determines to terminate a Group.
- b. **Rights and Authority.** By participating in a Group, each Creator grants the Owner (as such Owner may change over time) the sole and exclusive authority to act on their behalf to (i) authorize Roblox's use of any UGC created by the Group as set forth in these Creator Terms or pursuant to any other agreement entered into between the Owner and Roblox; and (ii) receive payment for any activities undertaken or UGC sold by the Group on or through the Services. Group members hereby waive any claims they may have against Roblox for any payments made to an Owner by Roblox on behalf of the Group, and Group members agree to seek recovery of any such payments solely from the Group Owner. The authority granted to a Group's Owner may be modified by separate agreement amongst Group members. Except as may be provided at law, any duty of accounting between a Group Owner and Group members will arise solely pursuant to a written agreement among the Group, and Roblox will not be bound by any such agreement.

## 4 ▼ Roblox Creator Economics.

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### a. Robux.

- i. License to Robux. Creator's license to use Robux in connection with the Services is set forth in Section 3 of the User Terms.
- ii. Earning Robux. Roblox allows Creators to earn Robux ("Earned Robux") by selling or monetizing certain UGC (including Virtual Content and access to Experiences) they create on the Services. Earned Robux consist only of those Robux that a Creator has received from (a) the direct sale, (b) other monetization, or (c) Engagement Based Payouts ("EBP" or "Premium Payouts") of UGC it created (either alone or with a Group) on the Services in compliance with the Roblox Terms and any applicable Additional Terms. Robux acquired in other ways (such as via a stipend through a Roblox

Premium membership, referral bonus, purchase of a gift card, or by trading/selling Virtual Content that you did not create) are not Earned Robux. Roblox may remove any Robux earned through a violation of the Roblox Terms or any applicable Additional Terms. For more information on monetizing UGC, please read the Developer Guides [here](#).

**b. Selling UGC.** Roblox allows Creators to sell (i) access to Experiences; (ii) Virtual Content and (iii) other UGC they create on the Services, subject to the following:

i. **Robux Allocation Roles:** There are three roles involved in the sale of all UGC (except 2D Virtual Items (also known as “Classic Clothing”)) on the Services. Each role may be entitled to a share of the Robux generated from an applicable sale (“Robux Allocation”):

- **Creator:** The Creator is the User or Group that created the UGC being sold.
- **Seller/Distributor:** The Distributor is (i) the Creator (if the item is sold in an Experience the Creator also created); (ii) another Creator on the Services (if the item is sold in an Experience the Creator did not create); or (iii) Roblox (if the item is sold in Marketplace).
- **Platform:** The Platform is always Roblox.

The above Robux Allocation does not apply to the sale of Classic Clothing, which consists of pants, shirts, and T-shirts. For any Classic Clothing sold in Marketplace, the Robux Allocation is split between the Creator and the Platform.

ii. **Changes to Robux Allocation.** Roblox may, at any time upon notice to Creator (via any reasonable means), (a) change the Robux Allocation and/or (b) introduce features allowing certain elements of the Robux Allocation to be customized by those involved in a given sale.

iii. **Creator Responsibility for Sales on Services.** Creator acknowledges that Roblox may on Creator’s behalf, display and host Experiences, Virtual Content, or other UGC created by Creator to be enjoyed by other Users on the Services. When a Creator receives Robux in connection with the sale of UGC to a User through the Services, the transaction is between the Creator and the User; Roblox only facilitates by providing the Services. If, in connection with a Dispute, Roblox returns Robux or real money to a User (or another Creator) for any UGC for which a Creator received Robux, Roblox reserves the right to deduct or withhold an equivalent amount of Robux from such Creator.

iv. **Random Virtual Items.** Depending on User location, Creator may choose to provide Experiences that permit Users to acquire “random” Virtual Items (either with Robux or otherwise) (each, a “**Random Virtual Item**”). If a Creator provides the opportunity for a User to receive a Random Virtual Item, Creator must let Users know the odds of acquiring each type of Random Virtual Item available before a User engages in the transaction to acquire a Random Virtual Item.

By way of example only, if a Creator’s Experience allows a User to acquire a virtual marble that the User can then throw into a fountain to receive a Random Virtual Item, the Creator must disclose the odds of the User receiving each type of Random Virtual Item before the User throws the marble into the fountain.

c. **Developer Exchange Program.** Roblox allows certain Creators who satisfy specific criteria and accept the terms and conditions set forth in the DevEx Program published [here](#) (“DevEx Terms”) to participate in the Developer Exchange Program (“**DevEx Program**”). While any Creator can use the Services to learn to code, create experiences or items to enjoy with their friends, and even earn some Robux, only successful Creators will be able to meet the high requirements (described in the DevEx Terms) to earn money through DevEx. Reaching this level of success typically requires a lot of time, effort, skill, and strategy. Even then, there is no guarantee of earning money. Subject to certain requirements, policies and limitations that Roblox establishes in its sole discretion, Creators participating in the DevEx Program may exchange Earned Robux for a payment of real money in an amount determined by Roblox, in its sole discretion (the exchange rate and the general requirements, policies, and limitations of the **DevEx Terms**).

d. **EBP or Premium Payouts.** EBP or Premium Payouts is a program by which certain eligible Creators can generate additional Earned Robux based on how engaging their Experience is. The EBP or Premium Payouts program may be modified or terminated by Roblox at any time, in its sole discretion, and with no obligation to any Creators because of such termination or modification. More detailed information on the EBP Program may be found [here](#).

e. **Disclaimer.** Developing Experiences or UGC that Users will enjoy or spend time in is difficult and can take a lot of time. Roblox makes no promises that a Creator’s Experience or UGC will be successful in developing a large audience or that the time, effort, and expense that a Creator spends developing, advertising, or operating an Experience will be financially successful.

## 5 ▼ Music on Roblox.

- a. **Licensed Music.** Roblox may choose to make sound recordings and the musical works contained therein as well as sound effects (“**Licensed Music**”) available for Creator to use in Creator’s Experiences or other UGC. Creator’s use of the Licensed Music is subject to the following:
- i. **License.** Roblox grants Creator (i) a non-exclusive, personal, limited, revocable, non-transferable license only to synchronize Licensed Music into an Experience or other UGC (“**UGC With Licensed Music**”), solely by and through the Services and only during the period when Roblox makes such Licensed Music available; and (ii) the right to play, listen, and interact with UGC With Licensed Music, but only on the Services and only during the period when Roblox makes such Licensed Music available. Creator is not required to provide attribution for Licensed Music used by Creator in any Experience or other UGC, but Creator may do so at Creator’s discretion. For example, if Roblox identifies the owner of Licensed Music as APM Music, Creator can message that the Licensed Music is provided “Courtesy of APM Music.”
  - ii. **Revocation (Loss) of License.** As Licensed Music is licensed by Roblox from third parties, Creator’s rights to use Licensed Music is revocable at any time and for any or no reason, in Roblox’s sole discretion, without any liability to Creator. If Roblox revokes Creator’s right to use Licensed Music (for any reason), Creator agrees to immediately (a) remove such Licensed Music from Creator’s Experience or other UGC and (b) cease all use of such Licensed Music on the Services. Roblox will try to provide Creator with advance notice before revoking any usage rights to Licensed Music, but Roblox reserves the right to do so with no advance notice. Roblox further reserves the right to remove any Experience or other UGC With Licensed Music from the Services at any time, in its sole discretion, and without any liability to Creator. Additionally, Roblox can revoke Creator’s rights to all or part of the Licensed Music (with or without notice) without any liability to Creator, (w) if Roblox determines that Creator’s use of such Licensed Music may violate any Roblox Terms, guidelines, or policies; (x) if Roblox otherwise determines that such Licensed Music may harm the Services or Roblox’s reputation; (y) if Roblox is required to remove such Licensed Music use from the Services by the copyright owner or administrator thereof, or (z) if the Licensed Music is no longer available for distribution on the Service.
  - iii. **250 Track Limit.** Notwithstanding the foregoing, Creator may not use Licensed Music to create a streaming service or music library within an Experience or other UGC, nor may Creator charge Users to listen to a specific track of the Licensed Music. Creator has the right to place, play, and have played up to 250 distinct tracks of Licensed Music at any one time in a single Experience or other UGC With Licensed Music. Creator can replace existing tracks of Licensed Music in an Experience or other UGC with new tracks at any time, provided that at any one time there are no more than 250 tracks in such Experience or UGC With Licensed Music.
  - iv. **Synchronization of the Licensed Music.** Creator may synchronize the Licensed Music into an Experience. Without limiting the foregoing, Creator may use a portion of a track of Licensed Music or sample portions of Licensed Music.
  - v. **Use on the Services.** Creator may only use Licensed Music on the Services. Creator agrees that it will not export, extract, download, or provide a way for anyone else to export, extract, or download the Licensed Music for use anywhere outside of the Services.
- b. **Music Written/Owned by Creator.** The following applies to musical works written or otherwise owned by a Creator (and/or others with whom Creator has collaborated on such musical work) (“**Musical Works**”) that a Creator Publishes (or attempts to Publish) for use on the Services.
- i. **Creator as Sole Composer.** If Creator is a sole composer and/or writer of a Musical Work that Creator Publishes on the Services and Creator is affiliated with a performing rights organization (“**PRO**”) that represents the Musical Work, then Creator must notify Creator’s PRO in writing of the royalty-free license that Creator grants to Roblox through these Creator Terms. Creator is responsible for complying with Creator’s PRO’s reporting obligations.
  - ii. **Creator as Non-Sole Composer.** If Creator is not the sole composer and/or writer of a Musical Work that Creator Publishes on the Services, and Creator (and/or co-composers or co-writers) is affiliated with PRO that represents the Musical Work, Creator is responsible for ensuring that all co-composers and/or co-writers also notify their respective PROs in writing and Creator must have written proof of co-composers’ and/or co-writers’ approval to Publish and use the Musical Work on the Services.

- iii. Assignment to Music Publisher. If Creator has assigned Creator's rights in/to a Musical Work to a music publisher, then Creator must obtain that music publisher's written consent or cooperation to grant the royalty-free licenses outlined in these Creator Terms.
- iv. Record Label. If Creator is a recording artist under contract with a record label, then Creator is responsible for making sure that Creator's use of the Services complies with the obligations that Creator has to Creator's record label. Remember, just because Creator wrote a Musical Work or performed a sound recording does not mean Creator has the right to let Roblox use it.
- v. Sound Recordings. If Creator owns the rights in and to a sound recording but is not authorized to license the sound recording or the underlying Musical Work(s) embodied in those sound recordings, then Creator must not upload or otherwise make those sound recordings available on the Services.
- vi. Representations & Warranties. If Creator uploads, synchronizes, or otherwise uses a sound recording and/or Musical Work, Creator represents and warrants that (a) Creator possesses all necessary rights needed to upload, synchronize, and otherwise use the sound recording(s) and/or the Musical Work(s) on the Services; (b) Creator fully owns and administers the worldwide rights in/to the sound recording(s) and/or the Musical Work(s) uploaded on the Services; and (c) that such sound recording(s) and/or Musical Work(s) are completely original and that the Publishing, upload, distribution, and use of such sound recording(s) and/or Musical Work(s) on the Services will not infringe upon the rights of any third party, including but not limited to trademark, copyright, or any other intellectual property rights (including, without limitation, a PRO, a record label, a music publisher, or a union or guild).
- vii. Clearances; Payments. Creator is solely responsible for any necessary clearances and payments of any nature that may arise in connection with the use and synchronization of their original sound recording(s) and/or Musical Work(s) on the Services, including, without limitation, any and all distribution rights, mechanical rights, public performance rights, synchronization rights, and/or any other rights that may be claimed by a third party. Creator is also solely responsible for any union new use or re-use fees pursuant to the rules and regulations of any applicable union and/or guild agreements in connection with the Publishing, upload, distribution, synchronization, and other use of the sound recording(s) and/or Musical Works(s) on the Services.

## 6 ▼ Restrictions on Use.

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In addition to any other restrictions set forth in the User Terms (including in Section 8.b. of the User Terms) or any Roblox Terms, Creator will not take any action in violation of these Creator Terms, including as set forth in this Section.

Creators may create Experience Rules. Experience Rules are optional and enacted and enforced at the discretion of the Experience's Creator. Experience Rules may augment but may never conflict with [Roblox Terms of Use](#), [Roblox Community Standards](#), or any other Roblox Terms. Experience Rules (and any consequences for violating them) must be clearly and conspicuously posted within an Experience. See [here](#) for additional information about Experience Rules.

If we find an Experience in which a significant portion of Users are egregiously violating the Roblox Terms, Roblox reserves the right, in its sole discretion, to moderate the Experience if the Creator does not take reasonable actions to limit the violative behavior. If Roblox determines, in its sole discretion, that a Creator has violated the Roblox Terms in their application and/or administration of their Experience Rules, Roblox reserves the right, in its sole discretion, to moderate the Creator.

Roblox wants all Creators to develop their own ideas. Unless Creator has express written permission or a written license from the content creator to do so, Creator must not copy or make any modification to someone else's item, content, or UGC and Publish it as Creator's own content. Roblox reserves the right to take any action against Creator for any improper copying of content, including the suspension or termination of a Creator's Account.

## 7 ▼ Disputes.

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- a. **Between Creators and Roblox.** Disputes between Creators and Roblox shall be handled according to Section 11 of the User Terms.
- b. **Between Creators and Users or Between Creators.**
  - i. Issues with UGC. Creators are responsible for handling all issues, including User complaints, relating to their Experiences (including violations of Experience Rules), Virtual Content, and other UGC Published on the Services in a quick and professional manner.
  - ii. Return of Robux. If a Creator has acquired Earned Robux in connection with an Experience, Virtual Content, or other UGC, and, pursuant to a User complaint regarding that Experience Virtual Content, or other UGC, Roblox returns Robux to a User, Roblox has the right to deduct or withhold an equivalent amount of Earned Robux from such Creator.
  - iii. Disputes With Creators or Users. If a Creator has a dispute with another Creator or a User, prior to commencing any litigation, Creator must first engage in a mediation with a recognized mediator or mediation service to try and amicably resolve the dispute. Such mediation requirement does not apply to disputes related to intellectual property takedown reports submitted under Section 6 of the User Terms. Roblox reserves the right, in its sole discretion, to resolve any dispute between Creators or between Creators and Users. Such resolution may result in suspension of Creator's Account and/or any other action permitted by law, including but not limited to the recovery of civil or criminal penalties.
  - iv. Escalation to Roblox. Notwithstanding the terms set forth in this Section, Users can escalate to Roblox disputes with Creators, as further described in Section 10.c. of the User Terms. If Roblox chooses to act in any dispute between a User and Creator (or between Creators), User and Creator each agree that (i) Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) shall be final, and (ii) each will accept the final decision. Creator further agrees to work with Roblox in a timely manner to resolve all such issues, and acknowledges that failure to do so shall be a violation of these Creator Terms.

## 8 ▼ Representations & Warranties.

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Creator is responsible for Creator's UGC, and represents and warrants that: (a) Creator is the creator and owner of, or has the necessary rights and permissions to grant Roblox the rights and license in Section 2.b.ii; (b) Creator's UGC and the use of Creator's UGC as described in these Creator Terms does not and will not: (i) infringe, violate, or misappropriate any third-party right; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; (iii) require Roblox to get licenses from, pay compensation, or provide attribution to any third parties; (iv) result in a breach of contract between Creator and a third party; or (v) cause Roblox to violate any law or regulation; and (c) Creator will comply with all applicable laws, rules, and regulations and the Roblox Terms (including without limitation these Creator Terms) in Creator's use of the Services.

## 9 ▼ Indemnification.

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Creator agrees to be responsible for Creator's use of the Services and to defend and indemnify Roblox and the Affiliated Parties from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) Creator's access to, use of, or alleged use of the Services; (b) Creator's violation of (i) any part of the Roblox Terms, including these Creator Terms, (ii) any representation, warranty, or agreement referenced in these Creator Terms, or (iii) any applicable law or regulation; (c) Creator's violation of any third-party right, including any intellectual property, publicity, privacy, or property right, or confidentiality obligation; or (d) any Dispute or issue between Creator and any third party. Roblox reserves the right, at Roblox's own cost, to take on the exclusive defense and control of any matter subject to indemnification by Creator (without limiting Creator's indemnification obligations with respect to that matter), and in that case, Creator agrees to cooperate with Roblox's defense of that claim.

## 10 ▼ Limitation of Liability.

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IN NO EVENT WILL THE AFFILIATED PARTIES BE LIABLE TO CREATOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE AFFILIATED PARTIES TO CREATOR FOR ALL CLAIMS (INCLUDING WARRANTY CLAIMS) OR CAUSES OF ACTION IS LIMITED TO (i) THE TOTAL AMOUNT PAID OR PAYABLE BY ROBLOX TO CREATOR UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, OR (ii) TO THE EXTENT THAT ROBLOX HAS NOT PAID CREATOR ANYTHING IN THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, \$1000 USD.

## 11 ▼ Privacy.

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a. **Your Data.** Data that you as a Creator provide to Roblox through the Services is subject to the Roblox [Privacy Policy](#), incorporated by reference herein. Additionally, depending on which tools or software you use on the Services to create Experiences or UGC, you may be subject to Additional Terms, including without limitation the Roblox [Biometric Privacy Notice](#) and the Roblox [Facial Animation Privacy Notice](#).

b. **Experience Data.** For each Experience created by a Creator, and subject to the provisions of the Roblox [Privacy Policy](#), Creator and Roblox shall both have the right to use data related to or obtained in connection with that Experience for their respective legitimate business purposes to support the Experience and for business analytics, such as: (i) for the improvement and development of the Experience; (ii) to comply with applicable laws (including law enforcement requests); (iii) to ensure the security of the Experience; and, (iv) to prevent fraud or mitigate risk. Creator agrees that, except as expressly set forth in these Creator Terms, Creator will not use or disclose any User data to any third party.

c. **User Personal Information.** If and to the extent a Creator receives any User personal information (“User PII”), Creator will not use User PII (i) to provide services to any third party; (ii) to build, help build, track or supplement any segments, profiles, or similar records on any individual User, device, or browser across the Services or any third party websites or platforms; (iii) to associate the behavior of any individual device or browser with any segment, profile, or similar record, or supplement any such record based on data of Users; (iv) to associate any data of Users with any other personal information of the User; or (v) for any unauthorized purpose in violation of any applicable law, including applicable privacy laws, or for any unauthorized purpose. Additionally, Creator shall be prohibited from selling, disclosing, sharing, renting, leasing, syndicating, modifying, reverse engineering, decompiling, lending, or otherwise altering any User PII.

d. **California Consumer Privacy Act.** Creator shall not knowingly sell any “personal information” (as that term is defined by the California Consumer Privacy Act of 2018, as amended) belonging to a User, and both Roblox and Creator have taken and will continue to take all reasonable measures to protect such personal information under their control or in their possession from unauthorized access by third parties.

## 12 ▼ Miscellaneous.

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a. **Experience Guidelines.** The Services display an age guideline and certain other descriptors about an Experience, as described in the [Experience Guidelines](#), which are incorporated herein by reference. Creator represents and warrants that it will provide accurate, complete, and up-to-date information in any Experience Questionnaire it submits to Roblox. Roblox reserves the right to modify age guidelines and descriptors from time to time in its sole discretion. Roblox does not warrant the accuracy of the guidelines or descriptors. Creator acknowledges and agrees that Roblox is not responsible for the

accuracy, completeness, validity, or quality of any age guidelines or descriptors. Creator further acknowledges that it is not entitled to any particular rating. Nothing herein, or in the [Experience Guidelines](#), is intended to control or dictate the content of Creator's Experience, for which Creator is solely responsible.

- b. **As Is.** The Services are provided "AS IS" and Section 13 of the User Terms is incorporated herein by reference.
- c. **Survival.** Any part of these Creator Terms which by their nature should survive termination, will survive, including Sections 2b, 6, 7, 8, 9, 10, 11, and 12a.

## ▼ Appendix A (China)

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### 1 ▼ PURCHASE OF CHINA UGC

1. **China UGC.** From time to time, content (including Experiences, Virtual Items and In-Experience Items) created by creators ("China Creators") that use Luobu Studio in the People's Republic of China (excluding, for the purposes of these Roblox Terms, the Hong Kong and Macau Special Administrative Regions and Taiwan, "PRC") may be available for purchase by User on the Services ("China UGC"). Such China UGC will be specifically identified on the Platform. China UGC is published on the Platform and Services by Roblox rather than the China Creators themselves. As a result, when User purchases or acquires China UGC, some aspects are different from when User purchases other UGC. Additionally, although Roblox shall be deemed to be the "Creator" in respect of all China UGC (and Roblox provides the Virtual Items), Roblox has made special contractual arrangements such that if User has any problems or concerns regarding the purchase of any China UGC, User should first contact the applicable China Creator to attempt in good faith to resolve the issue. If User is not able to resolve any such complaints or issues with the China Creator, then User may escalate to Roblox Support. User agrees that if Roblox takes action to resolve any complaints or issues that Roblox's decision is final and User agrees to abide by that decision.

### 2 ▼ CREATOR UGC ON THE LUOBULESI GAME

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1. **Option to distribute Creator's China UGC on the Luobulesi Game.** From time to time, Creator may be given the opportunity to make Creator's Experiences and Virtual Content available to players ("China Players") of the version of the Platform and Services published and operated in the PRC ("Luobulesi Game") by Shenzhen Tencent Computer Systems Company Limited (the "China Publisher"). Publishing Creator's Experiences and Virtual Content on the Luobulesi Game will be completely at Creator's option, and Creator has no obligation to do so. Experiences and Virtual Content that Creator chooses to make available to China Players ("Creator's China UGC") will be subject to review in accordance with the Review of Creator's China UGC subsection below. To the extent made available in the Luobulesi Game, Creator's China UGC will be deemed published by the China Publisher. If a China Player purchases Creator's China UGC, Creator may be eligible to earn Robux from Roblox in accordance with the Earning Robux for Creator's China UGC subsection below. However, the purchase of Creator's China UGC by a China Player will not establish any form of contractual relationship between Creator and that China Player. Rather, Creator's China UGC will be sub-licensed to the China Player by the China Publisher. Sections 2(b) and 4 of the Creator Terms shall not apply to Creator's China UGC to the extent that they are inconsistent with the subsections License of Creator's China UGC and Earning Robux for Creator's China UGC.
2. **Requirements for distributing Creator's China UGC on the Luobulesi Game.** In order to make Creator's China UGC available to China Players on the Luobulesi Game, Creator must have registered a real-name verified account with the China Publisher (as required by PRC laws and regulations) and have accepted the Terms of UGC Submission to Luobulesi Game ("China Game UGC Submission Terms").
3. **Submission of Creator's China UGC.** Creator may use the Services to submit Creator's China UGC to the China Publisher for possible inclusion in the Luobulesi Game in accordance with the China Game UGC Submission Terms. All submissions of Creator's China UGC for such inclusion are subject to Roblox's, its licensees and the China Publisher's (together, "Reviewing

Entities") review process, the China UGC Requirements, and policies set out on the forums operated by the Reviewing Entities for Creators.

4. **License of Creator's China UGC.** Creator retains all copyrights that Creator may hold in Creator's China UGC. Creator hereby grants and agrees to grant to Roblox a perpetual, irrevocable, worldwide, non-exclusive, royalty-free transferable license, with a power to sub-license through multiple levels to any person or entity (including, but not limited to, to the China Publisher), in respect of Creator's China UGC, in whole or in part to:
  - a. **License of Creator's China UGC.** Creator retains all copyrights that Creator may hold in Creator's China UGC. Creator hereby grants and agrees to grant to Roblox a perpetual, irrevocable, worldwide, non-exclusive, royalty-free transferable license, with a power to sub-license through multiple levels to any person or entity (including, but not limited to, to the China Publisher), in respect of Creator's China UGC, in whole or in part to:
  - b. use Creator's China UGC and associated username to publicize or market the Services or Luobulesi Game, any UGC, and tangible items related to the Services or Luobulesi Game in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of the Services or Roblox or the Luobulesi Game, even if Creator has exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws. Roblox's right to market and advertise the Services or Roblox using Creator's China UGC will not include using Creator's China UGC in marketing and advertising that is focused solely on promoting Creator's China UGC (as reasonably determined by Roblox) as part of the Services without Creator's approval, but Roblox can generally reference, as determined by Roblox, Creator's China UGC with other UGC or material (and without Creator's approval) to promote, market or advertise the Services, the Luobulesi Game or Roblox. Roblox may also use Creator's China UGC for non-commercial and educational uses to promote the Services or the Luobulesi Game (and Roblox will reasonably determine whether a use is non-commercial or educational).
5. **Through-to-the Audience Rights.** All of the rights Creator grants in these Roblox Terms are provided on a through-to-the-audience basis, meaning that Roblox, its licensees, the China Publisher, and owners or operators of third party services will not have any separate liability to Creator or any other third party for UGC that Creator makes available on such third party services via the Service or the Luobulesi Game.
6. **UGC Requirements.** In addition to Creator's compliance with these Roblox Terms, including, without limitation, Sections 5 and 8 of the Creator Terms, each item of Creator's China UGC that Creator submits must comply with PRC laws and regulations and the China UGC Submission Checklist document (the "China UGC Requirements").
7. **Review of Creator's China UGC.** Any Reviewing Entity may review, filter and modify UGC as it sees fit before the China Publisher determines whether to distribute Creator's China UGC to any China Player for publication on the Luobulesi Game in its sole discretion. The Reviewing Entity's review and the China Publisher's determination with regard to publication shall be final.
8. **No obligation to distribute Creator's China UGC.** For the avoidance of doubt, neither Roblox nor its licensees have any obligation to permit distribution by China Publisher of any of Creator's China UGC on the Luobulesi Game, and the China Publisher has no obligation to publish any of Creator's China UGC on the Luobulesi Game.
9. **Re-filtering of Creator's China UGC.** In the event of any change in applicable laws, regulations, China UGC Requirements, rules, policies, or for any other reason, the Reviewing Entities shall have the absolute discretion to (a) modify or filter published Creator's China UGC on the Luobulesi Game; and/or (b) suspend or terminate the distribution and publication of any of Creator's China UGC on the Luobulesi Game, in whole or in part, at any time. Any Reviewing Entity may contact Creator in connection with any action taken in accordance with this Section, and Creator may be given an opportunity to remedy or amend Creator's China UGC and to resubmit it for publication.
10. **Earning Robux for Creator's China UGC.** Creator may earn Robux from Roblox in connection with the purchase of Creator's China UGC by China Players on the Luobulesi Game. These Robux shall be calculated in accordance with the DevEx Terms.
11. **Group China UGC.** The Owner of a Group also has authority to elect whether or not to accept the opportunity to make UGC created by the Group available on the Luobulesi Game for purchase by China Players in accordance with these Roblox Terms, and Section 3 of the Creator Terms shall continue to apply. For avoidance of doubt, Robux earned by Group UGC shall be generated in accordance with the DevEx Terms.

## ▼ Appendix B (Japan)

## 1 ▼ Assignment and Assumption

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Effective as of March 31, 2021 (the “Effective Date”), all of the rights, duties, interests, claims, and obligations of Roblox Corporation as an issuer of Robux (whether arising prior to or after the Effective Date) in connection with users in Japan are agreed to be transferred and assigned to, and assumed by, Roblox Godo Kaisha (“Roblox Japan”). By using the Services, User consents and approves the said transfer and assignment. On or after the Effective Date, Roblox Japan should be deemed as the issuer of Robux to Users in Japan.

## 2 ▼ Characteristics of Robux

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In Japan, Robux can only be used for purchasing the Services which Roblox provides on the Platform. In relation to any of the Virtual Items, Experiences, and other things created by Creators (each, a “Creator Item”), User may use Robux to purchase Roblox services to make a Creator Item available on the Platform, provided that the Creator will be solely responsible for the Creator Item. The Roblox Terms, including, but not limited to, Section 4b of the Creator Terms, shall be interpreted to reflect the aforesaid principle.

## 3 ▼ “Earned” Robux and DevEx Program

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If a Creator is allowed to participate in the DevEx Program and earn Robux under the DevEx Program, then the Creator may exchange Earned Robux for real currency as provided in Section 4c of the Creator Terms. It should be noted that Earned Robux are different from Robux as issued by Roblox Japan in terms of the fact that Section 4c of the Creator Terms only apply to Earned Robux.

## 4 ▼ Receiving Payments through the Services

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Notwithstanding anything to the contrary as provided in the Roblox Terms, including, but not limited to, Sections 4a and 4b of the Creator Terms, payments by the User for a Creator Item shall be made to Roblox in consideration of Roblox’s services to make the Creator Item available to the User on the Platform, provided that the Creator assumes any and all responsibilities for the Creator Item, as though Roblox is acting solely as a facilitator by providing the Creator and the User with the Services. Roblox will make payments to the Creator, in accordance with Section 4 of the Creator Terms and any “share of the Robux” allocated to Roblox shall be interpreted to constitute Roblox’s commission from those payments for providing the Services, certain aspects of customer service, moderation, and other services.

## 5 ▼ Jurisdiction

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If you are an individual (excluding one who accepts the Roblox Terms as a business or for business purposes), Section 12b of the User Terms will not apply insofar as it is considered to prejudice your interests unilaterally in violation of Article 10 of the Consumer Contract Act.

## 6 ▼ Limitation of Liability

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If you are an individual (excluding one who accepts the Roblox Terms as a business or for business purposes), the phrase “to the maximum extent permitted by applicable law” as provided in Section 13b, 13c and Section 14 of the User Terms shall be interpreted to mean “unless we are held liable due to our intentional act or gross negligence.”

## 7 ▼ Priority

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If there is any inconsistency or conflict between the Roblox Terms and the supplemental provisions, the supplemental provisions shall prevail.

# ▼ Appendix C (EUROPEAN UNION/EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM)

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## 1 ▼ Priority

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If there is any inconsistency or conflict between the Roblox Terms and the supplemental provisions, the supplemental provisions shall prevail.

## 2 ▼ Legal Agreement

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- A. Notwithstanding anything to the contrary in the Roblox Terms, User's agreement to the Roblox Terms is signified by registering on the Platform.
- B. User can register to the Platform by providing their date of birth, choosing a user name and a password and clicking on “Sign Up.” User can modify registration information via Account Settings at any time. User can access and download the Roblox Terms [here](#).
- C. Unless otherwise agreed upon, User can terminate the agreements concluded with Roblox regarding the use of the Services any time. The effective date of the termination depends on the selected Services.

## 3 ▼ Purchase of Robux and virtual items

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User may have the ability to purchase Virtual Content in the Services using Robux. User can purchase Robux against the displayed price within the Services. When User selects one of the available amounts of Robux, User will be asked to complete the purchase within User's Account and to select one of the available payment methods. Currently, Roblox offers payment via debit / credit card, PayPal, gift cards (for Roblox's browser app), Google Play, iTunes, Amazon (for Roblox' mobile apps), as well as in-app purchases for Roblox's Xbox One app. In Roblox's reasonable discretion, Roblox may amend the available payment methods from time to time. The purchase contract will be concluded at the moment where User clicks on the “Pay Now” button (or other similarly designated purchase button) and the transaction is successfully completed. As a deviation from the Roblox Terms, in particular from Section 4 (a) of the User Terms and Section 4 of the Creator Terms, there will be a

contractual relationship between Creators and Roblox. There will not be a direct contractual relation between Creators and Users. If you acquire Virtual Content and other things against payment of Robux, such acquisitions shall always be concluded between you and Roblox, and Creators shall always act on behalf of Roblox.

## 4 ▼ Absolute right in Robux

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As a deviation from Section 3(e) of the User Terms, and except in connection with User's violation of a Roblox guideline or policy or User's breach of any of the Roblox Terms, Roblox may exercise Roblox' absolute right in Robux in Roblox's reasonable discretion only with effect for the future (i.e. no effect on Robux User already validly holds) and without effect to any notice, refund, compensation or liability Roblox may have to User under this Appendix C or binding applicable law. The remaining provisions of Section 3(e) of the User Terms shall remain unaffected.

## 5 ▼ DevEx

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As a deviation from Section 4(c) of the Creator Terms, User may redeem Earned Robux for real currency based upon an exchange rate determined by Roblox and as potentially amended from time to time based upon requirements, procedures, and limitations established by Roblox in Roblox's reasonable discretion with effect for the future (e.g. to compensate for inflationary fluctuations). The current exchange rate and the general requirements, policies, and limitations of the DevEx Program are published [here](#).

## 6 ▼ User's statutory rights and refundability of payments

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- A. If the Services do not function properly or are not as described or not in conformity with User's agreement with Roblox, you may have additional statutory rights and remedies.
- B. Nothing in the Roblox Terms shall limit any statutory rights to refunds Users may have under applicable law.

## 7 ▼ Limitation of liability

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Sections 13(b)-(c) and 14 of the User Terms and Section 10 of the Creator Terms do not apply. In addition, the limitations of liability as set out in 2(g), 3(c) and (e), 4(d), 6(b), 9(b)-(c), 13(a) of the User Terms and 5(a)(ii) of the Creator Terms shall not apply. Instead, Roblox shall be liable for damages exclusively according to this clause.

- A. Roblox's liability is unlimited for damages arising out of death, injury to body or health based on a breach conducted by a legal representative or designated agent of Roblox, as well as for damages that arise from the lack of a guaranteed characteristic or in case of fraudulent intent.
- B. Roblox's liability is unlimited for damages caused by Roblox, a legal representative of Roblox, or designated agent of Roblox by intent or gross negligence.
- C. In case of a slight negligent breach of a contractual core duty Roblox shall, except in the cases set out in this Section 7A, B and D of this Appendix C, only be liable to the amount of the typically foreseeable damage. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on.
- D. Liability pursuant to mandatory applicable law remains unaffected.

E. The limitation period for claims for damages shall be one (1) year, except in case of Section 7A, B and D of this Appendix C where the statutory statute of limitations shall apply.

## 8 ▼ Governing Law, Jurisdiction and Venue

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- A. As a deviation from Section 12 of the User Terms, to the extent that the mandatory law of User's place of residence is more favorable than California law, the law of User's place of residence shall apply.
- B. To the extent that an agreement between Roblox and the User is considered a consumer contract in the meaning of Art. 17 Regulation EU 1215/2012, the choice of jurisdiction and venue pursuant to Section 12 of the User Terms shall not apply.

## 9 ▼ Resolution / Arbitration of Disputes

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- A. If User is a consumer (i.e. an individual who, in contracting with Roblox, is acting for purposes which are outside User's trade, business, craft or profession), Section 11(b) and (c) of the User Terms shall not apply and Section 10 and 11(a) of the User Terms and 7(b) of the Creator Terms shall not exclude or limit any party's recourse to the courts.
- B. Roblox is neither required nor willing to participate in any alternative dispute resolutions schemes with a consumer arbitration panel. Rather, Roblox strives to resolve any conflicts as set out in Section 10 of the User Terms. However, please note that the European Commission has set up an Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> that provides information about alternative dispute resolution in the European Union that may be of interest.

## 10 ▼ Notice to California Residents

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Section 16 of the User Terms does not apply.

## 11 ▼ Survival

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In addition to the Sections listed in Section 17(b) of the Roblox Terms Section 7 of this Appendix C shall survive termination.

## 12 ▼ Consent to Electronic Communications

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Section 17(f) of the User Terms does not apply. If Roblox has received User's email address in the context of the sale of a product or a service, Roblox may use it for direct marketing of Roblox's own similar products or services provided that Roblox has clearly and distinctly given User the opportunity to object, free of charge and in an easy manner, to such use of User's email address upon their collection and on the occasion of each message in case User has not initially refused such use.

## 13 ▼ Right of withdrawal

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If User is a consumer (i.e. an individual who, in contracting with Roblox, is acting for purposes which are outside User's trade, business, craft or profession), User may revoke all concluded contracts under the following conditions

A. Information concerning the exercise of the right of withdrawal

**1. Right of withdrawal.** Subject to Section 13D, below, User has the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of this contract. To exercise the right of withdrawal, User must inform Roblox (Roblox Corporation, Customer Support, 970 Park Place, Suite 100, San Mateo, CA 94403, or (888) 858-2569) of User's decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post). User may use the below-referenced model withdrawal form, but it is not obligatory. You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website through our [Customer Support Form](#). If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by letter) without delay.

To meet the withdrawal deadline, it is sufficient for User to send User's communication concerning User's exercise of the right of withdrawal before the withdrawal period has expired.

**2. Effects of withdrawal.** If User withdraws from this contract, Roblox shall reimburse to User all payments received from User, including the costs of delivery (with the exception of the supplementary costs resulting from User's choice of a type of delivery other than the least expensive type of standard delivery offered by Roblox), without undue delay and in any event not later than 14 days from the day on which Roblox is informed about User's decision to withdraw from this contract. Roblox will carry out such reimbursement using the same means of payment as User used for the initial transaction, unless User has expressly agreed otherwise; in any event, User will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated with us your withdrawal from this contract, in comparison with the full coverage of the contract.

B. Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To Roblox Corporation, Customer Support, 970 Park Place, Suite 100, San Mateo, CA 94403.

- I/We(\*) hereby give notice that I/We(\*) withdraw from my/our(\*) contract of sale of the following goods (\*)/for the provision of the following service(\*),
- Ordered on(\*)/received on(\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

\_\_\_\_\_  
(\*) Delete as appropriate.

C. **Exceptions from the right of withdrawal.** The right to withdrawal may not exist in respect of distance or off-premise contracts for the supply of goods made to User's specifications or clearly personalized.

D. **Expiry of the right of withdrawal.** Please note that the right of withdrawal expires, in the cases of:

1. service contracts after the service has been fully performed but, if the contract places the User under an obligation to pay, only if the performance has begun with User's prior express consent and acknowledgement that User will lose their right of withdrawal once the contract has been fully performed by Roblox.
2. contracts for the supply of digital content which is not supplied on a tangible medium if the performance has begun and, if the contract places User under an obligation to pay, where, (i) User has provided prior express consent to begin the

performance during the right of withdrawal period; (ii) User has provided acknowledgement that User thereby loses User's right of withdrawal; and (iii) Roblox has provided User with confirmation of the contract, which also states User's consent to Roblox commencing performance of the contract before the expiry of the withdrawal period and confirmation of acknowledgement about the expiry of the right of withdrawal.

## 14 ▼ Copyright

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Nothing in the Roblox Terms especially as regards Section 2(b) of the Creator Terms shall affect mandatory rights to remuneration for the use of copyrightable material .

Roblox reserves the right to text and data mining of the Platform and the Services and any kind of other provided content.

## 15 ▼ Compatible Devices

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The User can find information about the compatible devices available to use the Services [here](#).

## 16 ▼ EU Dissemination of Terrorist Content Online Regulation

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Roblox has appointed DP-Dock COR Services GmbH in Germany as representative and point of contact according to Regulation (EU) 2021/784 of the European Parliament and of the Council of 29 April 2021 on addressing the dissemination of terrorist content online (Terrorist Online Content Regulation), which can be contacted [here](#).

## 17 ▼ Repeated Misuse

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In addition to Section 2(g) of the User Terms, Roblox may refuse to process (i) appeals or (ii) illegal content notices submitted by Users or non-Users that repeatedly or egregiously misuse Roblox's appeal system or illegal content notice form. Examples of such misuse include frequently providing unsubstantiated notices or appeals, or abusive use of the appeals or notice system including submitting a high volume of appeals or notices without any information. Such refusals may take into consideration e.g. User's historic use of the appeal system or illegal content notice form and the severity of the misuse. Refusal durations may vary depending on the degree of the violation. Roblox may also suspend or terminate the accounts of Users who repeatedly publish illegal content. Such suspensions and terminations may take into consideration e.g. User's historic content violations and the severity of the misuse. Suspension durations may vary depending on the degree of the violation. Roblox will notify you in advance of a suspension or termination, unless it is not appropriate for us to do so, and if you disagree with such action, you have the opportunity to appeal.

## 18 ▼ Recommendations and Ranking of Virtual Content

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Depending on the Roblox feature (e.g. features like the Marketplace versus Experience Search), Roblox uses different factors in order to provide Users and Creators the most relevant search results and recommendations. The category of factors and relative importance applied to each of them varies depending on the applicable search or recommendation feature. Furthermore, for some features, Roblox provides Users and Creators the option to modify the order of results or

recommendations that are presented, which can be found in close proximity to the search or recommendation feature. See [here](#) for more information about how recommendations and ranking work on Roblox.

## 19 ▼ Notification and Appeal

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In addition to Section 2(f) of the User Terms, whenever Roblox restricts access to Virtual Content, Roblox notifies User of such decisions and provides User with an opportunity to appeal. In addition to considering the violation at hand when applying making such decisions, Roblox also considers User's historical use of Roblox and whether User has repeatedly violated Roblox policies. Continued violations of certain policies may result in a stricter consequence (i.e., a warning, followed by a timeout, followed by a suspension, etc.). E.U. Users may appeal such decisions for up to 6 months after Roblox's initial decision. When reviewing an appeal request, Roblox holistically considers the severity of the violation, User's reason for appealing, and User's behavior on the platform. Please note, in some circumstances, appeals may not be readily applicable — for example, a time-lapsed consequence such as a 20-minute timeout where the suspension has already been lifted. Where provided for by local laws, User may have the right to bring a claim for breach of contract against Roblox if Roblox restricts access to your Virtual Content, or suspends or terminates your account, in breach of the Roblox Terms and these supplemental provisions.

## 20 ▼ Residents of France

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If after completing the Mandatory Informal Dispute Resolution process described in Section 11.a of the User Terms, a dispute remains, residents of France may refer the matter free of charge to the following mediator: IEAM (Institut d'Expertise, d'Arbitrage et de Médiation), 31bis-33 rue Daru 75008 Paris, <https://www.team.eu/demande-de-mediation>.

## ▼ Appendix D (Vietnam)

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The supplemental provisions in this Part A apply to Users and Creators located in Vietnam. If there is any inconsistency or conflict between the Roblox Terms and these supplemental provisions, these supplemental provisions shall prevail.

### A ▼ PART A – USERS IN VIETNAM

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1. **Vietnam Player Terms** Users in Vietnam are required to use the Roblox-VNG application and its associated services (“Roblox Vietnam”). Roblox Vietnam is published and operated in Vietnam by Minh Phuong Thinh Communication Company Limited (the “Vietnam Publisher”) under separate terms and conditions that apply to the use of Roblox Vietnam in place of the Roblox User Terms. In order to ensure the safety of all Users, your activities on Roblox Vietnam must comply with the [Community Standards](#).
2. **Creators In Vietnam** Creators in Vietnam may use Roblox Studio and associated Services to create Experiences and Virtual Content. Roblox Studio and associated Services are provided by Roblox Corporation. If you are a Creator in Vietnam, your use of Roblox Studio and associated Services and any Experiences and Virtual Content that you make available using them is governed by the Roblox [Creator Terms](#) (as amended by Part B of these supplemental provisions with respect to publication on Roblox VNG).

Your use of certain Creator-related Services offered by Roblox will also be subject to additional terms applicable to those Services, such as, but not limited to, the [Developer Exchange Terms of Use](#) and [Creator Store Terms](#).

**B ▼ PART B – PUBLICATION OF CREATOR’S UGC VIA ROBLOX VIETNAM**

The supplemental provisions in this Part B apply to the publication and distribution of Creator’s UGC via Roblox Vietnam. They apply to all Creators whether located inside or outside of Vietnam. If there is any inconsistency or conflict between the Roblox Creator Terms and these supplemental provisions, these supplemental provisions shall prevail.

1. **Publication.** In order to comply with local regulations, Roblox Vietnam and associated UGC is published and operated in Vietnam by the Vietnam Publisher. You acknowledge and agree that your Creator’s UGC may be made available to users of Roblox Vietnam (“**Vietnam Users**”) by the Vietnam Publisher as a sub-licensee of Roblox under Section 2(b)ii of the Roblox Creator Terms.
2. **Purchases.** In order to comply with local regulations, Vietnam Players cannot purchase UGC directly from a Creator. Instead they must purchase from the Vietnam Publisher. If a Vietnam Player purchases Creator’s UGC from the Vietnam Publisher, the purchase (whether for Robux or without charge) of Creator’s UGC by a Vietnam Player will not establish any form of contractual relationship between Creator and that Vietnam Player. Rather, Creator’s UGC will be sub-licensed to the Vietnam Player by the Vietnam Publisher. For the purposes of calculating Creator’s eligibility to receive an Earned Robux and the relevant Robux Allocation under Section 4(b) of the Roblox Creator Terms, such a purchase transaction shall be treated in the same way as would apply to a direct sale from Creator to the player outside Vietnam. Sections 2(b) and 4 of the Roblox Creator Terms are deemed modified accordingly with respect to the publication, distribution or purchase of Creator’s UGC under Roblox Vietnam to the extent that they are inconsistent with these supplemental provisions.
3. **License to Use Creator’s UGC to Market Roblox Vietnam.** Creator retains all copyrights that Creator may hold in Creator’s UGC. Creator hereby grants and agrees to grant to Roblox a perpetual, irrevocable, non-exclusive, royalty-free transferable license, with a power to sub-license through multiple levels to any person or entity (including, but not limited to, to the Vietnam Publisher), to use, in whole or in part, Creator’s UGC and associated username in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of Roblox Vietnam or the Services, even if Creator has exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws. The right to market and advertise Roblox Vietnam or the Services using Creator’s UGC will not include using Creator’s UGC in marketing and advertising that is focused solely on promoting Creator’s UGC (as reasonably determined by Roblox) as part of the Services without Creator’s approval, but Roblox can generally reference, as determined by Roblox, Creator’s UGC with other UGC or material (and without Creator’s approval) to promote, market or advertise the Roblox Vietnam or the Services. Roblox may also use Creator’s UGC for non-commercial and educational uses to promote Roblox Vietnam or the Services (and Roblox will reasonably determine whether a use is non-commercial or educational).
4. **Review of Creator’s UGC.** For the avoidance of doubt, Roblox does not have any obligation to permit distribution by Vietnam Publisher of any of Creator’s UGC on Roblox Vietnam, and the Vietnam Publisher has no obligation to publish any of Creator’s UGC on Roblox Vietnam. The suitability of Experiences and Virtual Content for publication in Vietnam may be subject to review (whether prior to publication or at any time thereafter) by Roblox, the Vietnam Publisher and/or local regulatory authorities. Roblox and the Vietnam Publisher shall have the absolute discretion to filter, suspend or terminate the distribution and publication of any of Creator’s UGC on Roblox Vietnam, in whole or in part, at any time and for any reason. Roblox and the Vietnam Publisher’s determination with regard to such action shall be final. At its sole discretion, Roblox may contact Creator in connection with any action taken in accordance with this Section, and Creator may be given an opportunity to remedy or amend Creator’s UGC and to resubmit it for publication on Roblox Vietnam.

**Effective Date:** August 12, 2024

**Last Updated:** August 12, 2024

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English (US) ▾

Pretty-print 

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# EXHIBIT 4

# Roblox Privacy and Cookie Policy

*Effective Date: September 20, 2024*

## 1 ▼ Welcome to the Roblox Privacy Policy

---

### ▼ Is this Privacy Policy for you?

---

If you make or play games in Roblox experiences, this Privacy Policy is for you, whatever your age and wherever you live. It's also for parents or guardians of users under 13 years old. This Policy covers the Roblox [Services](#).

### ▼ What is in this Privacy Policy?

---

This policy describes the rights you have regarding your Personal Information. It explains that you can control what happens to the information that can identify you - like your name, where you live and your email address. In this Privacy Policy, we'll also tell you when and how we use your information about you – including how we collect, record, organize, store and share it.

Depending on where you live, you may have different rights or choices for managing your Personal Information, which this Policy will describe later on. In the event of a conflict between the information in Sections 1-5 of this Policy and the location-specific information in Section 8, the information in Section 8 shall prevail.

### ▼ Where does this Privacy Policy apply?

---

If you're using Roblox, you're in the right place. Here's where you can learn about keeping your information safe. Using Roblox includes using:

- websites with a roblox.com address
- our mobile, virtual reality and console apps
- the Roblox Player and the Roblox Studio
- Other Roblox features described in this policy

But if you leave our services, this Privacy Policy no longer applies. We're not responsible for what you see on other websites or apps or for their privacy policies, even if you've linked to them from our website or app. When you go to another site or app, we may show you a message telling you that you're leaving Roblox.

To reach us with questions or requests regarding your Personal Information, our information about how to contact us is included below.

You can reach Roblox electronically by submitting a question through our [Customer Support Form](#). If you're under 13 years old, please have your parent or guardian fill out the form.

**US:**

Phone: (888) 858 - BLOX

Write to us at:

Roblox Corporation

Attn: Roblox Privacy Manager

Address: Roblox Corporation 3150 S. Delaware St. San Mateo, CA 94403

San Mateo, California, 94403

[privacy@roblox.com](mailto:privacy@roblox.com)

**EEA, UK or Switzerland:**

If you're in the European Economic Area (EEA), the United Kingdom, or Switzerland: contact [roblox@gdpr-rep.com](mailto:roblox@gdpr-rep.com) (Our representative according to Articles 27 EU and UK GDPR in the European Union)

**EEA:**

DP-Dock GmbH

Attn: Roblox Corporation

Ballindamm 39 / Ecke Jungfernstieg

20095 Hamburg, Germany

**UK:**

DP Data Protection Services UK Ltd.

Attn: Roblox Corporation

16 Great Queen Street

Covent Garden, London, WC2B 5AH, United Kingdom

If you're in Brazil, contact our Brazilian Data Protection Officer by emailing [privacy@roblox.com](mailto:privacy@roblox.com).

If you're in Korea, more information is located in the [Privacy Policy Addendum for Users in Republic of Korea](#).

If you're in the United States, additional rules may apply depending on the state you live in. To learn more about the rights available to you under US state laws please visit the the [US State Privacy Policy Addendum](#).

Before moving on to the rest of the Privacy Policy, when you see certain terms in this Policy, some of them have specific meanings.

- “Children” or “Child” means any user under the age of 13

- “Minor” or “minor user” means a user of the Services who is under the legal age of majority in their jurisdiction or state of residence
- “Personal Information” means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier
- “Platform” means our Roblox platform, the ultimate virtual universe where imagination rules
- “Privacy Policy” or “Policy” means this Roblox Privacy Policy
- “Processing” means any operation which is performed on Personal Information, such as collecting, recording, organizing, structuring, storing, adapting or making any kind of disclosure or other use
- “Service” means any service or application offered by Roblox, such as allowing users to develop Platform experiences, connect with others, and use content created by you and other users. It includes websites on the roblox.com domain, our Roblox mobile, virtual reality and consoles, the Roblox Player, the Roblox Studio, and our other websites, products, software, applications, content, data feeds and other services on which an authorized link to this Policy is posted

Any other capitalized term that is not defined in this Policy is defined and has the meaning set out the [Roblox Dictionary](#). In the event of a material or perceived conflict between the English version of this Policy and translations into other languages, the English version shall control.

## 2 ▼ Are you Under 13 or responsible for an under-13-year-old?

---

If you’re under 13 years old, your access to certain features will be restricted in the interest of protecting your Personal Information. Roblox is especially committed to protecting the privacy of children. This part of the privacy policy is just for you.

### ▼ First, get the go-ahead

---

If you’re under 13 years old, please get permission from your parent or guardian to use Roblox. You shouldn’t use our Services without their go-ahead.

### ▼ Set limits

---

No matter how old you are, Roblox communication settings allow you to control who can interact with you, for example, by only allowing interactions with friends or not allowing any interactions at all. You can also restrict your account, which turns off chat and public commenting and limits an account to certain filtered experiences on Roblox.

Parents and guardians – we recommend you supervise your child whenever they’re interacting on Roblox. We’ve got some tools to help – you can learn about Roblox’s safety features [here](#).

If you're under 13 years old, we'll automatically set your account to have stronger privacy settings. While in this privacy mode, some features like social media plug-ins and certain advertising and alerts are disabled. When you turn 13, you will be able to enable additional features that are more appropriate for users ages 13 and up.

---

**▼ Information we collect if you're under 13 years old**

If you're under 13 years old and create an account, we ask for some information (which is non-personal information, [as defined by COPPA](#)) to let you use Roblox.

We'll collect:

- your username (required). We need this to create your account and run the Roblox Service. We don't use your username to identify you outside of Roblox
- your password (required). We need this to log you in to your account and to run the Roblox Service
- your date of birth (required). We'll use this information to make sure your account has certain default settings intended for your age
- your gender (optional). We will use this information to customize your experience

For additional account security and parental controls, you have the option to provide a parent's or guardian's email address in account settings or during logout. Children are encouraged to provide a parent's email address, but are not required to do so to create an account. Parent email addresses (which is the only personal information [as defined by COPPA](#) we collect from child accounts) are collected for the security and integrity of your account and the Roblox platform. We may use your parent's email address to log you in. We may also use your parent's email address to communicate with them about your account, like asking them to review your account.

---

**▼ We don't want more Personal Information**

If you're under 13 years old, we will only ask you to tell us the information we need to set up or protect your account. If you give us more of your Personal Information, we will:

- delete any additional Personal Information we've collected from you (unless the law requires us to keep it),
- cancel your account, or
- turn on age-appropriate protections on your account

When users publish anything in our public and comment areas (for example, chat, forums, group walls, personal posts), we filter it and remove:

- Personal Information like addresses, emails, phone numbers
- attempts at phishing (this is when someone tries to trick you into giving out Personal Information)
- offensive words, adult or suggestive content

To provide the filtering above, we use human and automated checking to the best of our ability based on available technology – but like all filtering technology, these systems aren't 100% effective.

#### ▼ Please ask us if you want to make privacy-related changes

---

You can request that Roblox make changes to your child's account or allow you to review, delete, or prevent the further collection or use of Personal Information from you or your child. To make a request, please fill out our [Customer Support Form](#).

In the US and want to know more?

We comply with the Children's Online Privacy Protection Act ("COPPA"). To learn more about COPPA, you can visit the US Federal Trade Commission's COPPA website: <https://www.ftc.gov/news-events/topics/protecting-consumer-privacy-security/kids-privacy-coppa>

You can also learn more about COPPA by looking at this simple guide from the kidSAFE Seal Program – [www.kidsafeseal.com/knowaboutcoppa.html](http://www.kidsafeseal.com/knowaboutcoppa.html)



## 3 ▼ When we collect your information

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### ▼ Setting up a Roblox account

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Your first step to joining a Roblox experience is to set up a Roblox account. We'll ask you to create a unique username and password so you can log into your account and access features on Roblox. We also ask you for your birthday and gender (gender is optional) so we can customize your experience on Roblox. Eligible users may set their account's display name to contain certain Personal Information.

#### ▼ Three key rules for signing up:

---

1. Do not use your own name or other Personal Information in your username.
2. Do not pick a password that's easy to guess.
3. You may share your password with your parent or guardian, but do not share it with others.

We don't use your username to identify you outside of your activity on Roblox.

#### ▼ Why we ask you for an email address:

---

Once you have an account, you can add your email address (or your parents' or guardians' email address if you are under 13) in case you need to reset your password.

We might ask for your email to verify your identity or enable additional features. The main reason we need an email address is for security because it is how we check to make sure accounts are authentic. You can change your email address anytime you want – if an email address is changed, we'll send a notification email to the address that you used before.

## ▼ Sharing your phone number

---

If you choose to give a phone number, we'll send you a text message asking you to confirm your number before you can log in. We will use your phone number for security and account access, including to recover a lost or forgotten password or log in via mobile. You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Roblox or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

Additionally, with your explicit and informed consent, we may use your phone number to recommend you as a friend to others using Roblox. You will be recommended with your contact name as stored on your friends' devices, which may also include your real name. If you do not want us to use your phone number to be found by your friends on Roblox, please do not activate this feature or deactivate it at any time. Please note that the Discoverability feature may not be available in certain locations.

We do not ask for your phone number if you are under 13.

## ▼ Purchases on Roblox

---

You can buy virtual currency (Robux) or premium subscriptions and choose how to pay from our available payment methods. When you pay, you (or your parent or guardian if you're under 13) will have to give billing information, including Personal Information such as:

- Name of the person responsible for buying virtual currency
- Their billing address and email
- credit card or other payment information

Our payment processors (for example, PayPal) manage the transactions, which are subject to their terms and conditions and privacy policies. Their policies will explain what Personal Information they keep and use. For example, they might keep and use your billing information, transaction details, and purchase history so that they can sort out any billing problems or inquiries.

You can choose to save your billing information with one of our payment processors to make future purchases easier, in that case, Roblox does not store or have access to your full saved billing information.

## ▼ Posting content

---

You can post comments, messages, or other content on Roblox through chats, forums, group walls, personal posts, or other features. Users who are age 13 or older can also use voice chat on Roblox. We monitor what you say and write to check that it meets our Community Standards and complies with our Terms of Use. If we find that the content doesn't meet our standards, for example, if we believe that it is inappropriate, includes Personal Information, or is not suitable for users to have on Roblox, we have the right to change or remove it. Where the law allows us to, we may use the content you and other users have posted for training or to help us to improve the way we filter content on our platform.

Our aim is to increase safety on our platform. We also may use this data to help us provide a better experience on Roblox and to respond to requests about your account from you or your parent or legal guardian.

## ▼ Asking questions or getting technical support

---

We collect your email address (or your parents' or guardians' email address if you are under 13), username, and any other details you give when you:

- contact customer support
- report a problem
- ask for technical support
- ask us questions or give us comments

We use this information to answer your questions and to give you the support or help you ask for. For users under 13, we communicate with your parent or guardian when sending our responses. We retain records of technical support questions for a limited time for internal use only, such as to answer additional questions about your account.

## ▼ Using Roblox features

---

We may use Personal Information when you use certain Roblox features. To provide access to certain features, we may use your email address and other information you provide to us, such as your verified date of birth.

### ▼ Third-party features such as social media add-ons (users 13 and older)

---

You can use third-party features like social media widgets, share buttons, and login features. These features may include social plugins from Google, Facebook, Twitter, or other platforms. In these cases, the third party's terms, conditions and privacy policies apply.

When you use these features:

- we may be able to access or use information on your social media accounts
  - information about how you use Roblox may be shared posted on your profile on those platforms
- If you use your Roblox ID to sign in to a non-Roblox website or service, and later delete your Roblox account, you may lose access to that website or service.

### ▼ Voice-based services (users 13 and older)

---

If you use Roblox's voice services, we will monitor, collect, use, and store your voice recordings to:

- enable voice services
- make our voice-related services safer, including to detect and combat abuse and other harmful activity on our Services

If you use voice services on Roblox, we may use voice recordings to inform training and product improvement in accordance with applicable law. For more information about laws that apply in your region, please visit Section 7 of this policy.

We will not use your voice recording with private server voice-chat recordings of EEA and Brazilian users for training or product improvement.

#### **▼ Location-based Services (users 13 and older)**

---

You can choose to use location-based Services if you're 13 or older. If you agree, we may collect and track geolocation information so that we can offer Services that depend on us knowing where you are. We collect location at the country or region level; we do not collect precise geolocation data. Examples are check-in, or personalizing content or advertising.

We collect this information by using an identifier on your device or browser so that we can recognize you each time you return. To stop us collecting your location information, you can update your device settings, stop using the Service, or uninstall our mobile apps.

#### **▼ Joining on a VR platform**

---

If you join our experiences on a VR platform, we collect your physical movement information so that we can use it in the experience. This information is only used to provide the experience. We do not store this information.

#### **▼ Camera-enabled features and uploads (users 13 and older)**

---

If you use Roblox features that require the use of your camera or upload content that contains your Personal Information, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the feature. Video used to generate animation key frames is processed on your device and is not shared with Roblox or any third parties. For more information, please refer to the [Roblox Facial Animation Privacy Policy](#).

#### **▼ Contact Importer (users 13 and older)**

---

If you opt-in to the Contact Importer feature, you will share the first and last names and phone numbers of your contacts in your address book on your mobile phone with Roblox. This feature helps connect with your friends on our Service. If you use the feature, we will automatically access and collect information in your address book from time to time in order to sync your contacts. Such information will only be retained in case of matches with existing Roblox users. Our Contact Importer feature is only available if you are 13 or older and may not be available in certain locations.

#### **▼ Creator Events (users 13 and older)**

---

If you join a virtual event hosted by a Creator, data such as your username, email, and Roblox user ID may be shared with the company that hosts the events. This is done to allow you to log in to the experience. Your activity during a Creator Event is subject to the third party platform's privacy policy as well as the Roblox Community Standards. Creator events are only available if you are 13 or older.

### ▼ Interacting with our experiences

---

To improve your experience and ensure safety, we collect information about how you interact with the Services and we connect this information with your account. For example, we may:

- collect information from your game state to detect violations of our Terms and to improve our ability to detect such violations.
- collect information about the games you are playing to give you similar recommendations.
- share information like your username and transaction details to the UGC creator or subsequent owners, if you acquire a limited item if you purchase, share, trade, or otherwise engage in a transaction involving UGC,
- collect information from your device through cookies - see "Cookies and Similar Technologies".

### ▼ Subscribing to other features (users 13 and older)

---

When you subscribe to other features or activities that are available to users 13 years old or older, we'll set out what information is collected and how we intend to use it when the information is collected.

## ▼ Competitions, promotions and research

---

### ▼ Taking part in competitions or promotions

---

If you take part in competitions or promotions, for example, contests, sweepstakes, giveaways or prize draws, those activities may require contact information such as your name, email, or phone number, to be eligible for discounts or prizes. If you receive a gift card provided by a third party provider, certain contact information may be shared with the provider and used in accordance with this Policy and the terms listed on the provider's website. In some places in the world, the law requires us to publicly share information about the winners.

### ▼ Taking part in research

---

If you choose to participate in research or surveys, these surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information.

## ▼ Advertising

---

To market Roblox's Service to new and existing users, we use Personal Information like:

- IP addresses

- information on users' browsers or operating systems, including language settings and general location information
- usernames or user IDs

If you choose to create an Ad Account, we may collect additional information to create your account such as name, email, address, business and/or tax information. The purpose of collecting this information is to provide the ad account and comply with applicable laws, including tax laws.

We do not collect or use Personal Information about users under the age of 13 for advertising or marketing purposes.

### ▼ If you're a developer or creator

---

To take part in the Roblox Developer Exchange Program, you must give us an IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). We may also ask you to verify your identity by providing a government-issued photo ID through a third-party vendor. This feature is only available to users who are 13 or over. For more information, please visit our [Developer Exchange Terms of Use](#).

### ▼ Other purposes for collecting your information

---

We also use Personal Information for these general purposes, as permitted by law, in addition to the purposes listed above:

#### To let you manage your account and our services

- To allow you to manage your Roblox account or update your settings
- To communicate with you about our Services

#### To make things better for you

- To operate, maintain, personalize, and improve our Service
- To research relevant technologies
- To provide technical support or customer service

#### To protect you by keeping our platform safe and secure

- To detect security issues, protect against malicious, deceptive or illegal activity, and prosecute anyone responsible for that activity
- To find and fix errors or bugs
- To give you access to features or limit your access to Roblox, as appropriate
- To protect our or our users' integrity, safety or security

#### To comply with the law and our policies

- To audit interactions and transactions, and carry out any other compliance tasks

- To comply with the law and our own Terms of Use, or any other restrictions we've put on your use of the Service

You are under no obligation to provide Personal Information to Roblox when requested. However, if you choose to withhold any requested information, we may not be able to provide you with certain services and features.

## ▼ Cookies and similar technologies

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### ▼ Information collected through cookies

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Like most websites, we use cookies and other standard internet technologies to help us make our services better.

#### *Cookies*

A cookie is a text file that's put on your computer or device when you visit a website. It lets the website remember what you do and any settings you choose (e.g., login information, language, font size). Cookies make your experience more convenient – for example, if the cookie remembers your log-in details, you won't have to enter them again each time you visit the site. Some cookies last longer than others:

- Session cookies are deleted each time you close the browser
- Persistent cookies stay on the device for a defined period of time.

A cookie set by the owner of the web server you are visiting is called a first-party cookie and cookies set by owners of other domains are called third-party cookies.

#### *Pixel Tags/Web Beacons*

A pixel tag or web beacon is a piece of code that tells its owner what you do on a web page. Pixel tags provide information like which web pages you visited or which ads you clicked on.

### ▼ How we use cookies

---

We use technology like cookies to recognize you and customize your experience. We and any third-parties might use these technologies whenever you visit our sites or use our Services.

We collect information about the devices and software you use, for example:

- the type of browser or device
- the website or source that linked or referred you to our services
- your IP address, device ID or other identifier that identifies your computer or mobile device – this cookie is not deleted when you close your browser
- the operating system of your computer or device

These technologies allow us to:

- record and keep your preferences, account settings, and certain login information (for your convenience, e.g. to prevent you from needing to choose settings every time you visit, and security)
- collect information about how you use the Services, for example, how you downloaded our app or where you downloaded it from
- collect information on how software is used on your mobile device
- collect information about what features you use and how well our services work
- identify any suspicious activities so we can try to protect users from payment fraud and other inappropriate activities
- collect demographic information (eg, age, location, etc)
- perform similar functions.

We use cookies or similar technologies only for the purposes given in this privacy policy.

### Your cookie rights in the EEA

When you visit our website with an EEA IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on “manage cookie preferences” in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. For more information, see Section 7 below.

### ▼ Third-party advertising companies

---

We partner with third-party advertising companies such as ad server companies and ad networks. If you interact with content or reach Roblox through a link in an advertisement, we or our service providers may give these third-party advertising companies identifiers from your device, such as an IP address or device ID. We collect this information to help us to promote and market our Services better.

For users under 13 years old, Roblox partners with third-party advertising companies:

- to display contextual advertising that is based on the content of the game you play
- to limit how much advertising is shown to you if you’re under 13 years old
- to provide related uses permitted by COPPA.

If you’re under 13 years old, Roblox will not show these types of advertising to you:

- behaviorally targeted ads – these are ads that are shown according to a user’s behavior on a website or app
- retargeted ads – these are ads that are sent after a user starts a purchasing process but does not finish it. The ad tries to get the user to finish the purchase.

We do not collect any information from users under 13 years old for the purposes of directing targeted advertising.

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**▼ Your cookie choices**

For Roblox.com, click on the link in the footer at the bottom of the page to access your cookie options. For all other sites, please clear your cookies and refresh your browser to display the cookie banner to access its settings.

Most web and mobile device browsers automatically accept cookies, but you can change your browser settings so that cookies are not accepted or you are warned before a cookie is set.

Use information from browser companies to learn more about how they manage cookies:

Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en-GB>,

Microsoft Edge: <https://support.microsoft.com/en-us/microsoft-edge/delete-cookies-in-microsoft-edge-63947406-40ac-c3b8-57b9-2a946a29ae09>,

Mozilla Firefox: <https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer>,

Safari (Desktop): [https://support.apple.com/kb/PH5042?locale=en\\_US](https://support.apple.com/kb/PH5042?locale=en_US),

Safari (Mobile): <https://support.apple.com/en-us/HT201265>,

Android Browser: <https://support.google.com/nexus/answer/54068>,

Opera: <https://www.opera.com/help>.

You can also learn more about cookies by visiting <https://www.allaboutcookies.org/>, which also tells you how to block or delete cookies that are already on your device.

By blocking or deleting cookies used, you might limit your experience of the Service. You might not be able to log in or experience the Roblox.

When you visit our website with an EEA IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on “manage cookie preferences” in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. For more details see Section 7 below.

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**▼ To stop companies from tracking you on their websites**

You can ask us or a third party to disable advertising-related tracking on our websites. To disable this tracking, we or the third party may need to set an opt-out cookie on your browser. You may need to change your browser settings to accept cookies if you want to fully disable advertising-related tracking. Please note that our Services do not respond to Do Not Track (DNT) signals.

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**▼ On our corporate websites or in job applications**

The parts of this privacy policy that are about experiences or give information about users under 13 years old don't apply to the corporate websites.

If you contact us about job opportunities, we may ask for your name, email address and employment details. Or you may send us a CV or job application with this information. We have the right to use this

information to send you corporate-related information to you or respond to your job application. If you engage with Roblox in an immersive space for prospective employees, such as the Roblox Career Center, such a space may be recorded in order to provide the experience.

Our corporate websites give general company information to any user that visits them – they use the domain names, corp.roblox.com, blog.roblox.com, and their subdomains. On these sites, we give information about the corporate side of Roblox, press information, career information, and other general audience information. Our corporate websites do not offer any experiences.

## 4 ▼ When we share your information

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### ▼ We may share Personal Information where necessary

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#### ▼ When other companies need Personal Information to provide a service on our behalf

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We may share your information, including Personal Information, with other companies (known as third-party agents, contractors, or service providers). We hire these companies to perform services for us. These companies are only allowed to use the information we share to complete the relevant tasks. They are not allowed to use the information we share for any other purpose, including selling Personal Information. We make sure that all companies that we share information with are capable of looking after the information properly. Personal Information collected through the SMS program, won't be shared, sold or rented to third parties.

Here are examples of the services that we might rely on other companies to provide, and examples of the companies that we are likely to share information with.

- Account integrity and security services (e.g., Veriff, Persona, Arkose Labs);
- Analytics services (e.g., Google LLC);
- User acquisition services (e.g., AppsFlyer);
- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social media log-in services (e.g., SAP Customer Data Cloud);
- Billing and payment services (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Playstation, Meta Quest, Xsolla)
- Hosting and content delivery services (eg, AWS, Equinix, CenturyLink, YouTube, Vimeo).

#### ▼ When creators need Personal Information to improve your experience

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The creators of the experiences you use or content you interact with will have access to your username, display name, user ID, game metrics, UGC transaction details, and your regional location

(which we base on your IP address). We do not share your IP address with the creators.

We provide creators with the regional location of players to determine their player base and make sure their experiences meet the legal requirements of the country you live in.

#### **▼ For legal reasons or to help prevent a crime**

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We may share your Personal Information, as permitted or required by law, if:

- necessary to comply with a judicial proceeding, court order, or other legal process served on Roblox
- law enforcement agencies, regulators, or other public agencies (including schools or children services) request that we share it
- we believe that disclosing the information may prevent a crime
- a law requires us to share it

#### **▼ To help ensure safety and security**

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We may share your Personal Information if we believe that sharing would:

- help an investigation into public safety
- protect the safety of a child using Roblox
- help to protect the security or integrity of our Services.

#### **▼ If we need to protect ourselves against legal responsibility**

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We may share your information if we believe that disclosing the information will allow us to take precautions against taking legal responsibility (liability) or to protect our rights.

#### **▼ If there is a transfer of rights in our business e.g., if we sell our business**

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We may hand over rights to access your information, including Personal Information:

- as part of a merger, acquisition, sale of assets, or similar transaction
- if information is handed over as a business asset in an insolvency, bankruptcy, or receivership
- Where required by law, we will notify you and ask you to consent to such sharing.

#### **▼ We may disclose Personal Information to third parties**

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##### **▼ For Advertising Purposes**

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Roblox may disclose information collected from or about you with third-party advertising companies and/or advertising measurement companies to select advertisements for you, or measure and improve advertising effectiveness. In accordance with applicable law, we provide our users with choices about whether data is disclosed for this purpose. Data disclosed for this purpose includes:

- Contact Identifiers
- Device identifiers

Depending on where you live, you may have additional rights that apply. For region-specific information, please visit Section 7 of this policy. Disclosing data for the purposes described in this Section may be considered a “sale” or “share” of personal information under the California Consumer Privacy Act. California residents can find more information about your rights in the [US State Privacy Policy Addendum](#).

### ▼ We may share information that does not identify you

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In some circumstances, we share data that doesn’t identify you, for example:

- To comply with reporting requirements
- For any business or marketing purposes
- To help us and others understand how, when, and why users visit our sites and use Roblox.

We may share non-identifying data of all users regardless of their age.

### ▼ We’re not responsible if you share your own Personal Information

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If you’re 13 years old or over, you can share your Personal Information through chat, forums, messages or similar ways of sharing on our Service. Remember that anyone who uses these features will be able to see anything you share in this way. We are not responsible for how your Personal Information is used if you shared it yourself.

## 5 ▼ Looking after your information

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### ▼ Security measures

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We have security measures that are intended to protect any Personal Information or other sensitive information under our control from loss, misuse, or alteration. Though we cannot guarantee that loss, misuse or alteration of information will never occur, we use reasonable efforts to prevent it.

Sending or storing information on the Internet is not 100% secure, so we can’t guarantee the security of any information you share with us. To the fullest extent permitted by applicable law, we do not accept liability for unintentional disclosure.

### ▼ We’ll tell you if your privacy is at risk

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We may send you emails or other messages about security, privacy, and account management. If we learn about an incident that may qualify as a data breach under the law, we will notify you in accordance with the law.

## ▼ How long we keep your information

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We may keep your Personal Information for specific purposes as long as we need it to fulfill those purposes, sometimes even if you've stopped using Roblox's Services. When we no longer require your Personal Information, we will de-identify or delete the information. Here are the reasons we may need to keep your information:

### ▼ For resolving problems

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- We keep billing information and transaction histories so that we can resolve billing disputes or inquiries.
- We keep user account history to solve any customer service issues and to provide, improve, and develop our service.

### ▼ To make our services safer

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- We may keep information if it will help us make our Service safer and more secure, such as to stop bad actors who try to misuse Roblox.

### ▼ For legal reasons

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- We may keep information for legal reasons, like establishing legal defenses, conducting audits, pursuing legitimate business purposes, enforcing our agreements, exercising our rights, or complying with legal obligations.

### ▼ Letting other users keep your information

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- Other users may keep publicly shared content and virtual items on our platform (e.g., if you create a virtual shirt and then sell it to another user, the virtual shirt will be kept on the platform because the other user now possesses it).

## ▼ Where we store your information

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Roblox is based in the United States. We send information we collect from you to our secure servers in the U.S. where we store and use it. This storage is necessary for us to process the information.

We may also transfer information that we collect from you to our other offices and to the third parties mentioned in Section 4 of this Policy – these might be outside your region. Our agents or contractors may also use your information. The data protection laws of the U.S. or other countries may not be equivalent to those where you live.

Wherever we transfer your Personal Information, we will take reasonable steps to ensure that your privacy rights continue to be protected. If required by applicable legislation, we rely on a valid

## 6 ▼ Privacy Policy Changes and Updates

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We update this Privacy Policy at times, so you should review this page regularly. We always publish the date of the latest version at the bottom of this page.

If we make any major changes, we will let you know by email (if we have your email address or a parent's or legal guardian's email address) or by showing a prominent notice on this website or in app prior to the change becoming effective. If required by law, we will obtain your consent or the consent of a parent or legal guardian if any of these changes involve new material uses of your Personal Information not previously disclosed in this Privacy Policy.

## 7 ▼ Additional information based on where you live

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If you live in certain regions, you may have additional choices about your Personal Information or rights that apply to data processing. This section contains additional information based on where you live.

If you want to exercise your rights or make another request about your Personal Information, or if you want us to make another request about your Personal Information, please fill in the Customer Support Form. If you're under 13 years old, please have your parent or guardian fill out the form.

### ▼ If you live in the United States

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If you live in the United States, please visit our US State Privacy Policy Addendum for more information.

### ▼ If you live in the Republic of Korea

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If you're in Korea, more information is located in the Privacy Policy Addendum for Users in Republic of Korea.

### ▼ If you live in the European Economic Area (EEA), the United Kingdom (UK) or Switzerland

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### ▼ Categories of Personal Information and Data Processing Purposes

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In the course of visiting our websites and apps, and/or using our services and products, we may process the following Personal Information subject to the legal bases mentioned below:

#### ▼ Setting up a Roblox account

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- Username and password to create your account. The basis for processing this personal data is Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).
- Email addresses and other information you provided us with for added verification and/or to enable certain features. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) and f (“legitimate interest”) GDPR. Roblox has a legitimate interest in providing a safe and secure Service, especially to protect children.
- If you choose to provide a phone number, we will use the phone number for security and account access purposes, which will allow you to log in via mobile and recover a lost or forgotten password. You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Roblox or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”) and f (“legitimate interest”) GDPR. We have a legitimate interest in enabling you to use our Services via your mobile device, ensuring security, and preventing fraud. Additionally, with your explicit and informed consent, we may use your phone number to recommend you as a friend to others using Roblox. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. a GDPR (“consent”).

#### ▼ Purchases on Roblox

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- Billing and payment information, when you participate in Developer Exchange or purchase virtual currency or premium subscriptions, including your name, billing address, credit card or other payment information and billing information. You may choose to save information such as your credit card number through a third-party payment provider; in such cases the information is not stored by Roblox; it is stored with the third-party partner. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”). We may also retain transaction details and purchase and payment history. The legal basis for processing these personal data is our legitimate interest in being able to resolve subsequent billing disputes and inquiries, Article 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”).

#### ▼ Posting content

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- Comments or messages you post or transmit on Roblox via public chats, forums, group walls, personal post, etc. We process this information to monitor, filter and moderate this information for the purposes of being able to remove profanity, Personal Information, and other inappropriate conversations. Additionally, we may use pre-filtered comments and messages for other purposes such as training and improving our filter technology. The legal basis for this processing activity is Roblox’s legitimate interest in being able to defend ourselves from possible liability claims that may

arise from unlawful comments posted by you, Article 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”). Please note that any Personal Information submitted by you in forums and similar means offered by us is available to anyone who has access to this forum including other users. The Personal Information posted by you can be read, collected or used by other users of these forums and could be used to send unsolicited messages.

#### ▼ Asking questions or getting technical support

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- Information relating to contacting our customer service, e.g. when you report a problem, submit questions, concerns or comments. We may process your email address, your name and information relating to your inquiry or concern in order to respond to your communications, fulfill your requests, or provide other customer support. This processing activity is based on your consent according to Article 6 sec. 1 sent. 1 lit. a GDPR and/or Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”), depending on the initial purpose for contacting our customer support.

#### ▼ Using Roblox Features

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- Information relating to your use of or interaction with third party plug-ins, e.g. social plugins from Google, Facebook or Twitter. When you use these features, certain information from your social media accounts may be accessed by or shared with Roblox, and likewise, certain information about your use of Roblox may be posted to your profile on those platforms. The legal bases for this processing activity are Article 6 sec. 1 sent. 1 lit. a (“consent”). If you use your Roblox credentials to sign in to a third-party website or service, and later delete your Roblox account, you may lose access to such third-party website or service.
- When you use voice based services from Roblox, we will collect, process and store your voice recording to enable voice services and make our voice-related services safer. We will not engage in training or product improvement with private server voice chat recordings of EEA users. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) GDPR and Article 6 sec. 1 sent. 1 lit. f (“legitimate interest”). With your consent, we will use voice recordings to inform training and product improvement. The basis for processing this personal data for training and product improvement is Article 6 sec. 1 sent. 1 lit. a (“consent”).
- When you request or agree to location-based services (users 13 years old and older), we may collect and track geolocation information so that we can offer services that depend on us knowing where you are. Examples are check-in, or personalizing content or advertising. We collect this information by using an identifier on your device or browser so that we can recognize you each time you return. To stop us collecting your location information, you can update your device settings, stop using the service, or uninstall our mobile apps. The basis for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).
- If you join our experiences on a VR platform, we will collect your physical movement information in order to replicate your movement in the experience. This information is only used to provide the Service and is not stored. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).

- If you join a virtual event hosted by a Creator, data such as your username, email, and Roblox user ID may be shared with the third-party platform that hosts events. Such data is used to allow you to log in to the experience. Your activity during a Creator Event is subject to the third party platform's privacy policy as well as the [Roblox Community Standards](#). The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b ("performance of a contract") to join an event and f ("legitimate interest") GDPR to ensure the security and integrity of our service.
- Information required for additional features that require the use of your camera or upload content that contains your Personal Information. If you decide to use these features and upload content that require the use of your camera or upload content that contains your Personal Information, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the feature. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b ("performance of a contract"). For more information, please refer to the [Roblox Facial Animation Privacy Policy](#).
- Information required for other features or activities, which may be available to our users other than children. We may offer other features or activities on our Services from time to time, and you may be able to submit or upload Personal Information in connection with such features. The data being collected for such features and their intended uses will be evident at the time of data collection. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b ("performance of a contract").
- If you opt-in to the Contact Importer feature, you consent to sharing with Roblox the first and last names and phone numbers of your contacts in your address book on your mobile phone, either at the time you register for our Service or otherwise. We do so to help you connect with your friends on our Service. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR ("performance of a contract").
- Interacting with our experiences. To improve your experience and ensure safety, we collect information about how you interact with the Services and we connect this information with your account. For example, we may collect information from a user's game state to detect violations of our Terms and to improve our ability to detect such violations; collect information from your search history to give you similar recommendations; share information like your username and transaction details to the UGC creator or subsequent owners, if you acquire a limited item if you purchase, share, trade, or otherwise engage in a transaction involving UGC. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b ("performance of a contract") and f ("legitimate interest"). We may use data collected from your interaction with our experiences for safety purposes on the basis of Article 6 sec. 1 sent1 lit. f ("legitimate interest").

#### ▼ Competitions, promotions, and research

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- When you respond to or participate in voluntary research or surveys or studies. These surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR ("performance of a contract").

- Information relating to your participation in contests, competitions, sweepstakes, giveaways, prize draws or other promotions that we may run on our Service or sponsor from time to time. We may process certain contact information (such as your name, email address, and/or phone number) for prize fulfillment purposes, as well as other information or content needed for the specific promotion. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”).

#### ▼ Advertising

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- To market our services, inter alia, via social media platforms in order to bring new users to our websites and to maintain and increase our user base, we may process Personal Information such as IP addresses, information on users’ browser or operating system, including language settings, regional location information and user names or user IDs. The legal basis for the processing of this data is Roblox’s legitimate interest in maintaining our user base, bringing new users to our websites and informing (potential) users about interesting events, Art. 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”).
- When you choose to create an Ad Account, we may collect additional information for your account (such as name, email, address, business information, etc.) in order to create an account. The basis for processing this personal data is Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”). We may also retain transaction details and purchase and payment history. The legal basis for processing these personal data is our legitimate interest in being able to resolve subsequent disputes and inquiries, Article 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”).

#### ▼ If you’re a developer or creator

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- Information required for participating in our Roblox Developer Exchange Program, like the IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). The legal basis for this processing is Article 6 sec.1 sent. 1 lit. f GDPR (“legitimate interest”) with regard to U.S. law requirements. It is our legitimate interest to comply with the legal requirements, especially with regard to U.S. anti-money laundering laws.

#### ▼ Other purposes for collecting your information

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- Login information, which may include your IP address, device type, username, password, date and time of your visit, information on your browser version, information on your operating system, including language settings, MAC addresses, and User ID. We will process this information to provide you with our Service. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) and lit. f (“legitimate interest”) GDPR. It is in our legitimate interest to guarantee the Services’ stability and security.
- Account information, e.g. information such as your name, username, login and password details, regional location information, user-generated content, contact details that you choose to provide to us, and other Personal Information that are used for participating in the Service we are offering. We

process this information to provide our Services to you. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”).

#### ▼ Cookies and similar technologies

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- We use cookies. Some of these cookies are necessary for the basic functioning of the website and therefore cannot be deactivated. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”) and Art. 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”) because we have a legitimate interest to guarantee the Services’ stability and security. We will use optional cookies only if you have previously consented to such use. When you visit our website with an EEA IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on “manage cookie preferences” in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. a GDPR (“consent”). In addition, you can also manage cookies using your browser settings. For further information on cookies and similar technologies see Section 3 above.

#### ▼ On our corporate websites or in job applications

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- Information relating to a job application made by you, like your name, email address, employment details, CV, resume or other details of your employment history sent by you. We will process this information to process and respond to your job application. If you engage with Roblox in an immersive space for prospective employees, such as the Roblox Career Center, such a space may be recorded in order to provide the experience. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“necessary for entering into an employment contract with us”).

#### ▼ Automated Decision-Making

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Please note that we do not use your Personal Information for automated decision making which produces legal effects concerning you or similarly significantly affects you.

#### ▼ Personal Information of Children and Parental Consent

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Please note that when users under the age of 13 register for the Service, their account is automatically set to privacy-protective settings by default. This means that these users will not have access to certain features, such as social media plug-ins, some forms of third party advertising, and certain types of notification alerts.

When a child creates an account on Roblox, we may process a username, password, birthdate, and gender (gender is optional). Separate from account creation, users may optionally provide a parent email address. We process this information to give the user access to the Service and to communicate with the parent about the child’s account (if a parent email was provided). For example, we may use the parent’s email to send an email notification about the child’s account and an invitation for the

parent to review the account and update settings. We may use the birthdate the child provides when signing up for the Service to determine which features on Roblox the child should have access to and to determine when the child will turn 13 years old and can be given broader access to features on our Service. This processing activity is based on Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”). In general, we will not use or share account information (including Personal Information) from a child’s account except for the permissible purposes stated in this Privacy Policy, and, if required by law, only with the prior verifiable consent of a parent or legal guardian (Article 6 sec. 1 sent. 1 lit. a and Article 8 sec. 1 GDPR).

### **▼ Data Sharing**

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Roblox may share users’ information, including Personal Information like billing information or usernames, with our third-party agents, contractors, or service providers who are hired to perform services on Roblox’s behalf.

These providers may operate or support certain functions of the Service. Below is an illustrative list of functions for which we may use third party service providers and the names of the providers we may use to perform these functions:

- Account Integrity and Security (e.g., Veriff, Persona, Arkose Labs);
- Analytics services (e.g., Google LLC);
- User Acquisition services (e.g., AppsFlyer);
- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social Media Log-in (e.g., SAP Customer Data Cloud);
- Billing services and payment gateway providers (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Playstation, Meta Quest, Xsolla); and
- Hosting and content delivery network services (e.g., AWS, Equinix, CenturyLink, YouTube, Vimeo).

The legal basis for this data transfer and processing activity is Article 28 of GDPR in conjunction with the data processing agreements we concluded with respective third-party agents. These agents and contractors are only allowed to use the information shared with them only for the specific tasks they’ve been hired to do and consistent with this Privacy Policy, and for no other purposes. Roblox takes steps to ensure that all service providers with access to Personal Information are capable of protecting the information we share with them.

Further, the creators of the experiences you use or content you interact with will have access to your username, display name, user ID, game metrics, UGC transaction details, and your regional location (which we base on your IP address). We do not share your IP address with the creators. We provide creators with the regional location of players to determine their player base and make sure their experiences meet the legal requirements of the country you live in. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”), Article 6 sec. 1 sent. 1 lit. c

(“compliance with legal obligation”) in compliance with the respective EEA or Member State law and lit. f (“legitimate interest”) GDPR. It is the creators’ legitimate interest to comply with non-EEA legal obligations.

With your consent, Roblox will disclose information collected from or about you with advertisers and/or advertising measurement companies to select advertisements for you, or measure and improve advertising effectiveness. Data disclosed for this purpose includes contact identifiers and device identifiers. The legal basis for this processing activity is Article 6 sec. sent. 1 lit. a (“consent”).

### **▼ Legal disclosure**

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We may disclose Personal Information about you, including the content of your communications on the Service, to comply with legal process, including court orders and subpoenas, served on our Service. In addition, we also may disclose Personal Information about you, including content, in response to a request from law enforcement agencies, regulators, or other public agencies (including schools or children services), or if such disclosure may (i) prevent the instigation of a crime, (ii) facilitate an investigation related to public safety or protect the safety of a child using our Service, (iii) protect the security or integrity of our Service, or (iv) enable us to take precautions against liability or to protect our rights. The legal basis for such disclosure is Article 6 sec. 1 sent. 1 lit. c (“compliance with legal obligation”) in compliance with the respective EEA or Member State law and lit. f (“legitimate interest”) GDPR. It is our legitimate interest to comply with the legal requirements of U.S. law. Further, we have a legitimate interest in these purposes.

### **▼ Storage and international transfer of your Personal Information**

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Roblox is based in the U.S. Your Personal Information that we collect is sent to and stored on secure servers located in the United States of America. Such storage is necessary in order to process the information. Some of our agents and third-party service providers are located outside the European Economic Area, e.g. the United States. The data protection laws of the United States or other countries may not be as comprehensive or equivalent to those in your country of residence. Wherever we transfer your Personal Information, we will take reasonable steps to ensure that your privacy rights continue to be protected, e.g. conclude the [EU Standard Contractual Clauses](#) with third parties.

### **▼ Your rights as a Data Subject**

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If you are a user based in the European Economic Area, you may be entitled to exercise some or all of the following rights:

- Request (i) information whether your Personal Information is retained and (ii) access to or duplicates of your Personal Information retained, including the purposes of the processing, the categories of Personal Information concerned, and the data recipients as well as potential retention periods;

- Request rectification, removal or restriction of your Personal Information, e.g. because (i) it is incomplete or inaccurate, (ii) it is no longer needed for the purposes for which it was collected, or (iii) the consent on which the processing was based has been withdrawn;
- Refuse to provide and – without impact to data processing activities that have taken place before such withdrawal – withdraw your consent to processing of your Personal Information at any time;
- Object, on grounds relating to your particular situation, to processing of your Personal Information, in case such processing is either based on our or a third party's legitimate interests or on a performance of a task carried out in the public interest. In this case, please provide us with information about your particular situation. After the assessment of the facts presented by you we will either stop processing your Personal Information or present you our compelling legitimate grounds for an ongoing processing;
- Object to the use of your Personal Information for direct marketing at any time;
- Request (i) to receive the Personal Information concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and (ii) to transmit those data to another controller without hindrance from our side. Where technically feasible you shall have the right to have the Personal Information transmitted directly from us to another controller.
- You may (i) exercise the rights referred to above, (ii) pose any questions, or (iii) make any complaints regarding our data processing by contacting us under the contact details set out above in Sec. 1.

Further, you may take legal actions in relation to any potential breach of your rights regarding the processing of your Personal Information, as well as to lodge complaints before the competent data protection regulators.

## ▼ If you live in Brazil

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### ▼ Categories of Personal Information and Data Processing Purposes

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In the course of visiting our websites and apps, and/or using our services and products, we may process the following Personal Information:

#### ▼ Setting up a Roblox account

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- Username and password to create your account.
- Email addresses and other information you provided us with for added verification and/or to enable certain features. Roblox has a legitimate interest in providing a safe and secure Service, especially to protect children.
- If you choose to provide a phone number, we will use the phone number for security and account access purposes, which will allow you to log in via mobile and recover a lost or forgotten password. You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Roblox or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. We have a legitimate interest in enabling you to use our Services via your mobile device, ensuring security,

and preventing fraud. Additionally, with your explicit and informed consent, we may use your phone number to recommend you as a friend to others using Roblox.

#### ▼ Purchases on Roblox

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- Billing and payment information, when you participate in Developer Exchange or purchase virtual currency or premium subscriptions, including your name, billing address, credit card or other payment information and billing information. You may choose to save information such as your credit card number through a third-party payment provider; in such cases the information is not stored by Roblox; it is stored with the third-party partner. We may also retain transaction details and purchase and payment history.

#### ▼ Posting content

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- Comments or messages you post or transmit on Roblox via public chats, forums, group walls, personal post, etc. We process this information to monitor, filter and moderate this information for the purposes of being able to remove profanity, Personal Information, and other inappropriate conversations. Additionally, we may use pre-filtered comments and messages for other purposes such as training and improving our filter technology. Please note that any Personal Information submitted by you in forums and similar means offered by us is available to anyone who has access to this forum including other users. The Personal Information posted by you can be read, collected or used by other users of these forums and could be used to send unsolicited messages.

#### ▼ Asking questions or getting technical support

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- Information relating to contacting our customer service, e.g. when you report a problem, submit questions, concerns or comments. We may process your email address, your name and information relating to your inquiry or concern in order to respond to your communications, fulfill your requests, or provide other customer support.

#### ▼ Using Roblox Features

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- Information relating to your use of or interaction with third party plug-ins, e.g. social plugins from Google, Facebook or Twitter. When you use these features, certain information from your social media accounts may be accessed by or shared with Roblox, and likewise, certain information about your use of Roblox may be posted to your profile on those platforms. If you use your Roblox credentials to sign in to a third-party website or service, and later delete your Roblox account, you may lose access to such third-party website or service.
- When you use voice based services from Roblox, we will collect, process, and store your voice recording to enable voice services and make our voice-related services safer. We will not engage in training or product improvement with private server voice chat recordings of Brazil users. With your consent, we will use voice recordings to inform training and product improvement.

- When you request or agree to location-based services (users 13 years old and older), we may collect and track geolocation information so that we can offer services that depend on us knowing where you are. Examples are check-in, or personalizing content or advertising. We collect this information by using an identifier on your device or browser so that we can recognize you each time you return. To stop us collecting your location information, you can update your device settings, stop using the service, or uninstall our mobile apps.
- If you join our experiences on a VR platform, we will collect your physical movement information in order to replicate your movement in the experience. This information is only used to provide the Service and is not stored.
- If you join a virtual event hosted by a Creator, data such as your username, email, and Roblox user ID may be shared with the third-party platform that hosts events. Such data is used to allow you to log in to the experience. Your activity during a Creator Event is subject to the third party platform's privacy policy as well as the [Roblox Community Standards](#).
- Information required for additional features that require the use of your camera or upload content that contains your Personal Information. If you decide to use these features and upload content, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the feature. For more information, please refer to the [Roblox Facial Animation Privacy Policy](#).
- Information required for other features or activities, which may be available to our users other than children. We may offer other features or activities on our Services from time to time, and you may be able to submit or upload Personal Information in connection with such features. The data being collected for such features and their intended uses will be evident at the time of data collection.
- If you opt-in to the Contact Importer feature, you consent to sharing with Roblox the first and last names and phone numbers of your contacts in your address book on your mobile phone, either at the time you register for our Service or otherwise. We do so to help you connect with your friends on our Service.
- Interacting with our experiences. To improve your experience and ensure safety, we collect information about how you interact with the Services and we connect this information with your account. For example, we may collect information from a user's game state to detect violations of our Terms and to improve our ability to detect such violations; collect information from your search history to give you similar recommendations; share information like your username and transaction details to the UGC creator or subsequent owners, if you acquire a limited item if you purchase, share, trade, or otherwise engage in a transaction involving UGC.

#### **▼ Competitions, promotions, and research**

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- When you respond to or participate in voluntary research or surveys or studies. These surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information.
- Information relating to your participation in contests, competitions, sweepstakes, giveaways, prize draws or other promotions that we may run on our Service or sponsor from time to time. We may

process certain contact information (such as your name, email address, and/or phone number) for prize fulfillment purposes, as well as other information or content needed for the specific promotion.

#### ▼ Advertising

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- To market our services, inter alia, via social media platforms in order to bring new users to our websites and to maintain and increase our user base, we may process Personal Information such as IP addresses, information on users' browser or operating system, including language settings, regional location information and user names or user IDs.
- When you choose to create an Ad Account, we may collect additional information for your account (such as name, email, address, business information, etc.) in order to create an account. We may also retain transaction details and purchase and payment history.

#### ▼ If you're a developer or creator

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- Information required for participating in our Roblox Developer Exchange Program, like the IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). It is our legitimate interest to comply with the legal requirements, especially with regard to U.S. anti-money laundering laws.

#### ▼ Other purposes for collecting your information

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- Login information, which may include your IP address, device type, username, password, date and time of your visit, information on your browser version, information on your operating system, including language settings, MAC addresses, and User ID. We will process this information to provide you with our Service. It is in our legitimate interest to guarantee the Services' stability and security.
- Account information, e.g. information such as your name, username, login and password details, regional location information, user-generated content, contact details that you choose to provide to us, and other Personal Information that are used for participating in the Service we are offering. We process this information to provide our Services to you.

#### ▼ Cookies and similar technologies

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- We use cookies. Some of these cookies are necessary for the basic functioning of the website and therefore cannot be deactivated. We will use optional cookies only if you have previously consented to such use. You can manage your choice by clicking on "manage cookie preferences" in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. In addition, you can also manage cookies using your browser settings. For further information on cookies and similar technologies see Section 3 above.

#### ▼ On our corporate websites or in job applications

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- Information relating to a job application made by you, like your name, email address, employment details, CV, resume or other details of your employment history sent by you. If you engage with Roblox in an immersive space for prospective employees, such as the Roblox Career Center, such a space may be recorded in order to provide the experience. We will process this information to process and respond to your job application.

### ***▼ Automated Decision-Making***

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Please note that we do not use your Personal Information for automated decision making which produces legal effects concerning you or similarly significantly affects you.

### ***▼ Personal Information of Children and Parental Consent***

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Please note that when users under the age of 13 register for the Service, their account is automatically set to privacy-protective settings by default. This means that these users will not have access to certain features, such as social media plug-ins, some forms of third party advertising, and certain types of notification alerts.

When a child creates an account on Roblox, we may process a username, password, birthdate, and gender (gender is optional). Separate from account creation, users may optionally provide the user access to the Service and to communicate with the parent about the child's account (if a parent email was provided). For example, we may use the parent's email to send an email notification about the child's account and an invitation for the parent to review their child's account and update settings. We may use the birthdate the child provides when signing up for the Service to determine which features on Roblox the child should have access to and to determine when the child will turn 13 years old and can be given broader access to features on our Service.

In general, we will not use or share account information (including Personal Information) from a child's account except for the permissible purposes stated in this Privacy Policy and, where applicable, only with the prior verifiable consent of a parent or legal guardian.

### ***▼ Data Sharing***

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Roblox may share users' information, including Personal Information like billing information or usernames, with our third-party agents, contractors, or service providers who are hired to perform services on Roblox's behalf.

These providers may operate or support certain functions of the Service. Below is an illustrative list of functions for which we may use third party service providers and the names of the providers we may use to perform these functions:

- Account Integrity and Security (e.g., Veriff, Persona, Arkose Labs);
- Analytics services (e.g., Google LLC);

- User Acquisition services (e.g., AppsFlyer);
- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social Media Log-in (e.g., SAP Customer Data Cloud);
- Billing services and payment gateway providers (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Playstation, Meta Quest, Xsolla); and
- Hosting and content delivery network services (e.g., AWS, Equinix, CenturyLink, YouTube, Vimeo).

These agents and contractors are only allowed to use the information shared with them only for the specific tasks they've been hired to do and consistent with this Privacy Policy, and for no other purposes. Roblox takes steps to ensure that all service providers with access to Personal Information are capable of protecting the information we share with them.

Further, the creators of the experiences you use or content you interact with will have access to your username, display name, user ID, game metrics, UGC transaction details, and your regional location (which we base on your IP address). We do not share your IP address with the creators. We provide creators with the regional location of players to determine their player base and make sure their experiences meet the legal requirements of the country you live in.

With your consent, Roblox will disclose information collected from or about you with advertisers and/or advertising measurement companies to select advertisements for you, or measure and improve advertising effectiveness. Data disclosed for this purpose includes contact identifiers and device identifiers.

#### ***▼ Legal disclosure***

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We may disclose Personal Information about you, including the content of your communications on the Service, to comply with legal process, including court orders and subpoenas, served on our Service. In addition, we also may disclose Personal Information about you, including content, in response to a request from law enforcement agencies, regulators, or other public agencies (including schools or children services), or if such disclosure may (i) prevent the instigation of a crime, (ii) facilitate an investigation related to public safety or protect the safety of a child using our Service, (iii) protect the security or integrity of our Service, (iv) enable us to take precautions against liability or to protect our rights, or (v) when otherwise required by applicable laws.

#### ***▼ Storage and international transfer of your Personal Information***

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Roblox is based in the U.S. Your Personal Information that we collect is sent to and stored on secure servers located in the United States of America. Such storage is necessary in order to process the information.

Some of our agents and third-party service providers are located outside of Brazil, e.g. the United States. The data protection laws of the United States or other countries may not be as comprehensive or equivalent to those in Brazil. Wherever we transfer your Personal Information, we will take reasonable steps to ensure we rely on a legitimate international transfer mechanism, as set out in Brazilian data protection laws.

### **▼ Your rights as a Data Subject**

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As a data subject located in Brazil, you have rights regarding your Personal Information. We provide mechanisms, as detailed below, so that you have clarity and transparency in exercising your rights. As a data subject, you have the following rights:

- Confirm whether or not we process your Personal Information
- Access your Personal Information
- Correct incomplete, inaccurate, or outdated Personal Information
- Anonymize, block or delete unnecessary, excessive Personal Information or data processed in non-compliance with LGPD
- Port your Personal Information to another service provider, upon express request and subject to our trade secrets, in accordance with the regulations of the supervisory authority
- Delete Personal Information processed under your consent if it is withdrawn, when applicable
- Request information about public and private entities with which we shared your Personal Information
- Request information about the possibility of not providing consent and about the consequences of doing so
- Withdraw your consent, where applicable
- Request information about with whom we share your Personal Information
- Object to processing activities that violates LGPD's provisions

Before responding to any of your requests, we may ask you to provide us with some information to confirm your identity. We will only respond to your request after validating your identity.

Please also note that these rights are not absolute and may not apply in certain circumstances. For example, we may continue to process and retain Personal Information regardless of your request to delete, object, block or anonymize it, to comply with legal, contractual and/or regulatory obligations, and to protect and exercise rights, including in judicial, administrative and arbitration proceedings, and as otherwise required by law. To exercise your rights or ask questions, you can contact us by completing this [Customer Support Form](#). To appeal a decision about your privacy rights, please contact our Brazilian Data Protection Officer by emailing [privacy@roblox.com](mailto:privacy@roblox.com), or otherwise reaching out to us as described in Section 1.

*Effective Date: September 20, 2024*

*Last Updated: September 20, 2024*



# EXHIBIT 5

Roblox Support > Parents, Safety, and Moderation > Legal Documents

Search our articles

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# Roblox Terms of Use

*Effective Date: November 6, 2024*

*Last Updated: November 6, 2024*

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## ▼ Introduction

### Welcome to the Roblox universe, where imagination and creativity rule!

Roblox Corporation and designated subsidiaries (“**Roblox**”, “we,” or “us”) offers the Roblox website ([www.roblox.com](http://www.roblox.com)) and its related platform (collectively, “**Platform**”) and various other features and services, including websites, applications, forums, content, functionality, products, and services (together with the Platform, “**Services**”) to allow users (“**Users**,” “your,” or “you”) to play, create, and connect.

By accepting these User Terms, you also agree to be bound by the following:

- Roblox Creator Terms, which apply to all Users who access the Services. They cover items such as the use of Roblox Studio, the offering of Experiences and Virtual Content (as defined below), and the use of music on the Services.
- Roblox [Privacy Policy](#), which explains information that we collect about you, how we protect that information, and how that information may be used.
- Roblox [Community Standards](#), which explains the conduct standards expected from Users, and outlines behavior prohibited on the Services.
- Experience Guidelines, which provide information regarding the age recommendations and content descriptors associated with Experiences.
- **For U.S. Users**, Roblox’s Arbitration Agreement (Section 11), which outlines how disputes between you and Roblox will be resolved. Specifically, these Roblox Terms contain **A BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER**. THIS

MEANS THAT YOU GIVE UP THE RIGHT TO BRING AN ACTION IN COURT, INDIVIDUALLY OR AS PART OF A CLASS ACTION.

PLEASE READ THE ROBLOX TERMS CAREFULLY BEFORE BEGINNING TO USE THE SERVICES, AS THEY SET FORTH A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ROBLOX. BY USING THE SERVICES, YOU AFFIRM THAT YOU HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION AND STATE OF RESIDENCE, AND UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND AND ABIDE BY THE ROBLOX TERMS. IF YOU DO NOT AGREE TO THE ROBLOX TERMS, YOU MUST NOT USE THE SERVICES.

IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY (A “**MINOR**”) IN YOUR JURISDICTION OR STATE OF RESIDENCE, BEFORE USING THE SERVICES, YOUR PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO THE ROBLOX TERMS. BY PERMITTING A MINOR TO USE THE SERVICES, A MINOR’S PARENT OR GUARDIAN BECOMES SUBJECT TO THE ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR ALL OF THE MINOR’S ACTIVITIES ON THE SERVICES, INCLUDING THE PURCHASE OF ANY VIRTUAL CONTENT.

The Roblox Terms are subject to change. To the extent required by applicable law, Roblox will provide User with reasonable advance notice of any material updates or modifications by any reasonable means of notification, provided that non-material changes, feature updates, or modifications made for legal reasons (as determined by Roblox) will be deemed to be effective immediately and without notice. Changes shall be in effect as of the “Last Updated” date listed atop this page. Your continued use of the Services after the Last Updated date constitutes your acceptance and agreement to such changes.

The Roblox Terms consist of the following:

- **User Terms.** The User Terms apply to any person who accesses the Services.
- **Creator Terms.** The Creator Terms apply to all Users who access the Services. They cover items such as the use of Roblox Studio, the offering of Experiences and Virtual Content (as defined below), and the use of music on the Services.
- **Roblox Community Standards.** The Roblox [Community Standards](#) apply to all Users and outline the types of behavior that are acceptable and prohibited when using the Services.
- **Roblox Privacy & Cookie Policy.** The [Roblox Privacy & Cookie Policy](#) outlines information that Roblox collects during your use of the Services, how we protect that information, and how that information may be used.
- **Supplemental Provisions.**
  - **People’s Republic of China.** These terms apply to a User’s interaction with UGC created by Users and Developers located in China that use Luobu Studio and to a Creator’s submission of UGC to the Luobulesi Game for distribution in the People’s Republic of China.
  - **Japan.** These terms apply to Users located in Japan.
  - **Europe.** These terms apply to Users located in EU/EEA and the United Kingdom.
  - **Vietnam.** Part A of these terms applies to Users located in Vietnam. Part B of these terms governs the publication of Creator UGC in Vietnam and applies to all Creators, whether located inside or outside of Vietnam.

Plus certain other Additional Terms, which may be applicable depending on your use of the Services and may require separate consent. These include but are not limited to:

- **Advertising Standards.** The [Advertising Standards](#) apply to advertisers who place advertisements on Roblox and to Creators who allow third party advertisements in their Experiences.
- **Advertising Terms.** The [Advertising Terms](#) apply to advertisers who place advertisements on Roblox through the Roblox Ads Manager at [ads.roblox.com](https://ads.roblox.com).
- **AI-Based Tools Supplemental Terms and Disclaimer.** The [AI-Based Tools Supplemental Terms and Disclaimer](#) apply to any Creator who uses generative AI-based tools provided in Studio, which include, without limitation, the features accessible through Roblox Assistant. Among other things, the AI-Based Tools Supplemental Terms and Disclaimer delineate restrictions and acceptable uses applicable to the tools, and Creators are not permitted to use any such tools if they do not agree with these terms.
- **Biometric Privacy Notice.** The [Biometric Privacy Notice](#) applies to any User who uses additional features on Roblox that require the use of one’s camera or the uploading of files that contain an individual’s facial geometry (including age

verification) and explains how Roblox collects, uses, shares, retains, and destroys your Biometric Data when you use the Services.

- **Creator Analytics Terms of Use.** The [Creator Analytics Terms](#) apply to any Creator who accesses Roblox's Creator Analytics feature.
- **DevEx Terms.** The [DevEx Terms](#) apply to any Creator who has applied and been accepted to the Developer Exchange Program ("DevEx Program").
- **Facial Animation Privacy Notice.** The [Facial Animation Privacy Notice](#) applies to any User who activates and enables tools on the Service, including Animation Capture-Face or Chat, that capture and animate facial movements and explains how Roblox collects, uses, shares, retains, and destroys the data collected when you use the Services.
- **Roblox Name and Logo Guidelines.** The [Roblox Name and Logo Guidelines](#) apply to any Creator or Brand Partner who advertises content created on Roblox on other platforms.
- **Talent Hub Consent.** The Talent Hub Consent applies to any Job Creator or Job Seeker who uses Talent Hub.

## ▼ USER TERMS

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These User Terms, along with the additional Creator Terms, govern, among other things, what is called **User Generated Content** or "**UGC**." UGC is content of any kind or nature, whether material, assets, or otherwise, that Users create, upload, submit, publish, display, generate, transmit, or otherwise make available on the Services. **ALL USERS ARE SUBJECT NOT ONLY TO THESE USER TERMS BUT ALSO TO THE ADDITIONAL CREATOR TERMS, WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

### 1 ▼ Definitions.

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Any capitalized words not defined herein are defined in the [Roblox Dictionary](#).

### 2 ▼ User Accounts; Access to Services.

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- a. Creating an Account.** To access certain elements and functionality of the Services, you will need to create a Roblox account ("Account"). To create an Account, you will be asked to provide username, date of birth, and method of authenticating your Account, which may include a password and, depending on the resources accessed, you may also be asked to provide other information like a verified email address, verified phone number, or a government-issued photo identification. You agree that all information provided to Roblox will be true, accurate, and up to date. Roblox reserves the right to take steps to ensure that any information you provide to Roblox in connection with your Account is accurate.
- b. Securing an Account.** You are responsible for maintaining the confidentiality and security of any credentials used to access your Account (e.g., a username and password). You must not share or disclose such credentials to others (except for Guardians in the case of a Minor User).
- c. Account Responsibilities and Prohibitions.** You understand, acknowledge, and agree that you will be responsible for any actions taken in your Account and on the Services using your access credentials, whether or not such actions have been authorized by you. You may only access the Services through your own Account. Selling your Account or your access credentials to another User is strictly prohibited. Similarly, purchasing another User's Account or access credentials is strictly prohibited. However, transferring an Account in connection with the sale of the right to earn Robux from the sale of Virtual Content created by that Account, pursuant to a valid written agreement, is permitted. This exception does not permit the sale of Robux or Virtual Content outside the Services.
- d. Compromised Accounts.** If you have reason to believe your Account has been compromised, is not secure, or has been subject to unauthorized use, you must notify Roblox immediately by contacting [Roblox Support](#). If another User asks for

your password or any personal information, you should report them immediately using the “[Report Abuse](#)” feature.

- e. **Suspension or Termination of an Account.** If you violate these User Terms or any of the Roblox Terms, including the Roblox [Community Standards](#), Roblox reserves the right, in its sole discretion, to terminate or suspend (i) your Account and (ii) your right to use and access the Roblox Services, including by suspending or terminating any alternate account(s) you create or have created. Account suspension or termination may also involve the suspension or termination of access to any content you have acquired on the Services, including without limitation Robux, Experience access, In-Experience Items, and Virtual Items. Roblox may also terminate your Account if Roblox determines, in its sole discretion, you are a repeat infringer, as contemplated by the Digital Millennium Copyright Act (“DMCA”). A Guardian of a Minor User may request that Roblox terminate their Account by contacting [Roblox Support](#).
- f. **Notification and Appeal.** If, pursuant to a violation of the Roblox Terms or in response to law enforcement or other legal request, Roblox (i) suspends or terminates your Account or access to the Services or (ii) removes Robux, UGC, or other content that you have on the Services, Roblox may notify you, and may provide you an opportunity to request a review of Roblox’s decision (“[Appeal!](#)”). To begin the Appeal process, contact [Roblox Support](#). See [here](#) for more information on relevant Roblox policies and processes.
- g. **Access to Services.** Roblox reserves the right, in its sole discretion, to change or suspend the Services (or any portion thereof) at any time and for any reason, including to comply with laws, to protect Users, or to protect Roblox’s reputation, without notice to you unless required by law and without liability to Users.

### 3 ▼ Robux and Roblox Premium Membership

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- a. **“Robux”** is the official currency of the Roblox Services and can be used to acquire content such as Virtual Items (defined below) or access to interactive content called “Experiences” on the Services. **Robux are not a substitute for real currency, do not earn interest, and have no equivalent value in real currency.** Except as otherwise outlined in the [DevEx Terms](#) with respect to Creators who have applied and been accepted to the DevEx Program, Robux cannot be redeemed for any fiat currency, and Roblox is not obligated to exchange a User’s Robux for anything else of value.
- b. **Limited License to Use Robux.** Robux have no equivalent value in real currency. Except as expressly set forth in Section 4 of the Creator Terms or in any Applicable Terms made applicable to Robux depending on your use of the Services, your acquisition or purchase of Robux only entitles you to receive a limited, non-transferable, revocable license to use Robux (i) in connection with the Services, (ii) for your personal entertainment only, and (iii) in the ways permitted by Roblox under the applicable Roblox Terms, including any Applicable Terms. Your limited license to use Robux may end if (i) you violate the Roblox Terms, (ii) your Account is suspended or terminated, or (iii) these User Terms or the Services are terminated.
- c. **Acquisition and Use of Robux.** Robux may be acquired on the Services in one of several ways. A User may acquire Robux (i) by purchasing or otherwise receiving Robux from Roblox; (ii) by purchasing a membership (“[Premium](#)” as more fully described in Section 3f below) that includes a certain stipend of Robux each month; (iii) by trading Virtual Items with other Users (as described in Section 4c below); or (iv) by other means that Roblox may introduce. Additionally, a Creator may earn Robux as described more fully in Section 4 of the Creator Terms.

You may not use, acquire, or distribute Robux or Virtual Content except through the Services and except as expressly allowed by Roblox under these Roblox Terms, including any Applicable Terms. Any attempt to do so constitutes a violation of the Roblox Terms, will render the transaction void, and may result in the immediate suspension or termination of your Account and your license to use Robux or Virtual Content. Roblox does not recognize or take responsibility for third-party services that allow Users to sell, transfer, purchase, or otherwise use Robux or Virtual Content, and any such use by a User is a violation of the Roblox Terms. However, transferring an Account in connection with the right to earn Robux from the sale of Virtual Content created by that Account, pursuant to a valid written agreement, is permitted. This exception does not permit the sale of Robux or Virtual Content outside the Services. **Only Users who have reached the age of majority in their jurisdiction or state of residence may purchase Robux or engage in other real-money transactions on the Services.**

- d. **Robux Are Non-Refundable.** Except as required by law, all payments for Robux are **final and not refundable**.

e. **Robux Are Subject to Change.** Roblox, in its sole discretion, may implement changes to Robux at any time. This may include limiting the number of Robux a User may acquire or lowering the purchase price of Robux.

Except for the limited licenses granted to you under the Roblox Terms, Roblox has and retains all rights in and to Robux. This includes the right to modify, revoke, or terminate your license to use Robux without notice, payment, or liability to you. Roblox makes no guarantees or warranties regarding Robux or their availability or value.

f. **Premium.** [Roblox Premium](#) is a renewing subscription that provides Users with certain additional benefits on the Services (such as the ability to engage in a Trade or Resale, as those terms are defined in Section 4 below). When you purchase a subscription to Roblox Premium, you agree that your subscription service will automatically renew and that Roblox, through its payment provider, is authorized to charge your payment method accordingly until you cancel the subscription. Roblox will notify you of any price increase or change to the subscription terms (such notification may be via any reasonable means). You may cancel Roblox Premium at any time by following the instructions available [here](#). If you cancel Roblox Premium, you can still enjoy the benefits for the period of time for which you have already paid. Roblox Premium subscriptions are non-refundable and non-transferable.

## 4 ▼ Virtual Content, UGC Subscriptions, and the Roblox Economy.

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a. **Acquiring Virtual Content.** You may acquire “Virtual Items” (including without limitation clothing or digital items for your avatar), “In-Experience Items” (including without limitation game passes and special abilities) and other content (including without limitation Experience and private server access) offered by Roblox and/or Creators (collectively “Virtual Content”) solely on the Services. The acquisition of Virtual Content on the Services is solely for your personal entertainment, and, except as otherwise stated in any Additional Terms, as applicable, it does not create any legally enforceable contract between (i) you and Roblox or (ii) you and any Creator. Virtual Content has no real world equivalent value, and you do not acquire any enforceable property rights in and to any Virtual Content based on any transaction on the Services.

When you spend Robux to acquire Virtual Content through Marketplace or In-Experience, the Robux are collected through the Services and immediately deducted from your Account balance. All such transfers are final and, unless otherwise permitted by Roblox through its policies or practices or as required by law, non-refundable and non-reversible.

b. UGC Subscriptions are automatically renewing subscriptions offered by a Creator to provide Users with certain additional benefits. UGC Subscriptions may be purchased using fiat currency (real world money) only. When you purchase a UGC Subscription, you agree that your subscription will automatically renew and that Roblox, through its payment provider, is authorized to charge your payment method accordingly until you cancel the UGC Subscription. You may cancel your UGC Subscription at any time in the Subscriptions settings page. If you cancel your UGC Subscription, you can still enjoy the benefits for the period of time for which you have already paid. All purchases of UGC Subscriptions are final and, unless otherwise permitted by Roblox through its policies or practices or as required by law, non-refundable and non-transferable.

c. **Selling Virtual Content and UGC Subscriptions.**

i. **For Users.** Roblox allows Users with a Roblox Premium subscription to resell certain Roblox-created Virtual Content on the Services (“Resale”). A User may engage in a Resale of such Virtual Content within Marketplace only. All Resales are final and cannot be reversed except as required by law. (See [here](#) for a more detailed explanation of how to resell Virtual Content.)

ii. **For Creators.** A Creator may design and sell Virtual Content and UGC Subscriptions pursuant to the terms as outlined in Section 4 of the Creator Terms and the UGC Subscription Terms of Use.

d. **Trading Virtual Content.** Roblox allows Users with a Roblox Premium subscription to trade certain Virtual Content on the Services (“Trade”). This Virtual Content can be Traded for other Virtual Content or for a combination of Robux and Virtual Content. When Users engage in a Trade on the Services that includes the exchange of Robux, Roblox is entitled to a fee.

However, if no Robux are exchanged as part of the Trade, Roblox will not receive any fee in connection with the transaction. (See [here](#) for a more detailed explanation of Roblox's Trading System and the associated fees.)

**e. Removal of Virtual Content.** Roblox has the right, in its sole discretion, to suspend the availability of, or remove from the Services and your Account, any content (including without limitation Experiences, Virtual Content, UGC Subscriptions, and UGC) without advance notice. Roblox shall not be liable to any User for any losses you may experience because of such suspension or removal, and Roblox is not required to refund any Robux or other funds that a User has spent on any removed or suspended content, except where legally required.

**f. Roblox Commerce.** Experiences and other features on the Services may enable shopping for, purchasing, and/or obtaining items that exist outside of Roblox, including the ability to make payments to Commerce Providers in real fiat currency (collectively "Commerce Provider Activation(s)"). Capitalized terms that are not defined in these terms are defined in the Roblox Dictionary.

i. **Device, Age, and Region Restrictions.** To access a Commerce Provider Activation, you must be at least 13 years of age and live in the United States, and certain features of the Commerce Provider Activation may only be available to eligible users based on device type.

ii. **Purchases from Commerce Providers.**

1. If you choose to make a purchase in a Commerce Provider Activation (including by clicking on a "Buy" or "Shop" button, advertisement, "Learn more," or other links or purchase methods), you will be using and interacting with an application or website operated by a third-party retailer, e-commerce platform, marketplace, brand, developer, and/or its and their designees (collectively, the "Commerce Provider," and the application or website, the "Commerce Provider Website") to complete your purchase. If you choose to access, use, transact with, or otherwise interact with the Commerce Provider Website, you are directing the Commerce Provider to make applicable Third-Party Services available to you.

2. You are solely responsible for your dealings with the Commerce Provider. You understand that the terms and conditions of the Commerce Provider Website, including any terms of sale, rules, policies, and privacy notices required by the Commerce Provider as may be noted on the Commerce Provider Activation or Commerce Provider Website (the "Commerce Provider Terms") govern your transaction with the Commerce Provider and all of your activity on the Commerce Provider Website, including information collected and processed through the Commerce Provider Website. Roblox is not a party to any transactions through the Commerce Provider Website, as those are administered by the Commerce Provider. Any claim in connection with the Commerce Provider Website, including any applicable transactions, is governed by the Commerce Provider Terms, and to the fullest extent permitted under applicable law, Roblox is not responsible for such claims. You agree that you are solely responsible for your, or your Minor's (if applicable), conduct while using or accessing the Commerce Provider Website, and you must comply with the Commerce Provider Terms if you access or use the Commerce Provider Website. If there is any inconsistency or conflict between these Commerce Terms and the Commerce Provider Terms, the Commerce Provider Terms shall prevail solely with respect to any activity or transactions you make on the Commerce Provider Website.

3. "Commerce Product(s)" means any goods, merchandise or other products and services offered through the Commerce Provider Website which are intended to be enjoyed outside of Roblox (e.g., clothing, tickets for live events, food delivery services, etc.). The Commerce Items offered through the Commerce Provider Website are subject to change, and may be modified, suspended, disabled, or discontinued in whole or in part, at any time. Roblox has no responsibility or liability to you for your transactions with the Commerce Provider, including any issues with the performance or quality of the Commerce Items, any orders placed, delivery issues, payment processing, or refund requests related to the Commerce Items. You understand and agree that the Commerce Provider is the party solely responsible for all aspects of any transaction, including the fulfillment of Commerce Items, made on the Commerce Provider Website.

iii. **Taxes.** Roblox provides a unique and immersive brand experience that enables users to explore and interact with the Commerce Provider's brand in a virtual experience. Roblox solely provides the experience for brand interaction(s).

Roblox does not operate as a marketplace or marketplace facilitator and is not involved in the execution of purchases, sales, or delivery of Commerce Products ("Commerce Provider Transactions"). All Commerce Provider Transactions related to the Commerce Products are conducted directly through the Commerce Provider Website. Roblox Corporation

does not, directly or indirectly, handle, process, or accept payments; collect receipts; determine prices; or, in any way, oversee these Commerce Provider Transactions. Any returns, customer service, or related inquiries or issues with the Commerce Products are directed to, and the responsibility of, the Commerce Provider.

Commerce Providers manage their individual Commerce Provider Websites and operate independently from Roblox. This independence includes, but is not limited to, the execution of sales (e.g., payment processing services, setting prices, taking orders, accepting or assisting with returns or exchanges), management of inventory, personalized branding, customer service, fulfillment and delivery of Commerce Products. All Commerce Provider Transactions are processed directly between the Commerce Provider and the user.

The Commerce Provider shall be solely responsible for the payment of all sales, use, VAT, GST and similar taxes ("Taxes") relating to the sale of Commerce Product(s) and Commerce Provider Transactions under these Commerce Terms.

- iv. **Virtual Items.** Not all Commerce Provider Activations offer a digital twin or other digital item. If the Commerce Provider Activation states that a purchase made on the Commerce Provider Website also comes with a digital twin or other digital item, that digital twin/item is Virtual Content. You will only be granted entitlement to, or a means to redeem entitlement for, the applicable Virtual Content if the Commerce Provider confirms that your purchase through the Commerce Provider Website for the respective and eligible Commerce Item(s) advertised in the Commerce Provider Activation is completed successfully. Roblox reserves the right to refuse entitlement for or remove the applicable Virtual Content if your order through the Commerce Provider Website is canceled or reversed, for any activities not in compliance with the Commerce Provider Terms or these Commerce Terms, or as otherwise set forth in the Roblox Terms of Use. Virtual Content available through the Commerce Provider Activation is subject to change, and may be modified, suspended, disabled, or discontinued in whole or in part, at any time. Unless otherwise stated, a maximum of one (1) of each Virtual Content is granted. Purchasing multiple of the same eligible Commerce Item(s) will not result in multiple of the same Virtual Content.
- v. **Commerce Provider Activations are Subject to Change.** We reserve the right, in our sole discretion, to modify, suspend, disable access to, or discontinue any Commerce Provider Activations, in whole or in part, at any time. We reserve the right to modify these terms at any time in Roblox's sole discretion.
- vi. **Warranty Disclaimer.** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WITH RESPECT TO ANY COMMERCE PROVIDER ACTIVATION, COMMERCE PROVIDER WEBSITE, AND ANY COMMERCE ITEMS MADE AVAILABLE FOR PURCHASE THROUGH A COMMERCE PROVIDER WEBSITE OR OBTAINED FROM A COMMERCE PROVIDER, YOU UNDERSTAND AND AGREE THAT ROBLOX EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY. YOU UNDERSTAND AND AGREE THAT THE COMMERCE PROVIDER IS THE PARTY RESPONSIBLE FOR TRANSACTIONS FOR AND FULFILLMENT OF COMMERCE ITEMS PURCHASED ON THE COMMERCE PROVIDER WEBSITE OR MADE AVAILABLE BY THE COMMERCE PROVIDER, AND ROBLOX HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, PROVISION, OR DELIVERY OF SUCH COMMERCE ITEMS.
- vii. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ROBLOX BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY COMMERCE PROVIDER ACTIVATION, COMMERCE PROVIDER WEBSITE, COMMERCE ITEMS, OR THESE COMMERCE TERMS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

## 5 ▼ Payments and Refunds.

- a. **General.** Only Users who have reached the age of majority in their jurisdiction or state of residence may engage in financial transactions on the Services, such as purchasing Robux or Roblox Premium, or UGC Subscriptions.

- b. **User Responsibilities.** When purchasing Robux, Roblox Premium, or a UGC Subscription, you (or your Guardian, as applicable) represent and warrant that you have the right to use your selected payment method and that your payment method has enough credit available to complete the applicable transaction. You further agree that you have read and agree to be bound by any applicable Additional Terms and that any information you provide in connection with any financial transaction on the Services, including without limitation the provision of a selected payment method, shall be subject to the privacy policy as outlined by the applicable payment service provider for that financial transaction.
- i. If you believe someone has gained access to or used your Account, including your payment method, without permission, you must notify Roblox as soon as possible by contacting [Roblox Support](#). Roblox reserves the right to suspend any Account with unauthorized charges or to restrict an Account's ability to purchase Robux, engage in Trades, and/or purchase Virtual Content and UGC Subscriptions. (See Unauthorized Transactions below.)
- c. **Unauthorized Transactions.** If you notice charges on your credit/debit card, PayPal, or Google Play account relating to the Services that you did not authorize, please contact Roblox Support immediately. Tell Roblox AT ONCE if you believe that a charge has been made without your permission. Our goal is to learn about and promptly address your concerns. If you dispute any charges directly with your payment processor, Roblox may be restricted in the assistance, including any refund, Roblox can provide due to prohibitions under the payment provider's dispute process. To protect Roblox and Users from fraud and other harm, Roblox reserves the right to suspend any Account with unauthorized charges or to restrict an Account's ability to purchase Robux, engage in Trades, and/or purchase Virtual Content. Roblox may provide you an opportunity to request a review of Roblox's decision. For more information on the Appeal process, please see Section 2 of the User Terms, above.
- d. **Pricing and Tax.** When you purchase Robux, Roblox Premium Memberships, or UGC Subscription from Roblox Corporation at [Roblox.com](#), the price payable is the price indicated at the time of purchase, plus all applicable sales and/or use taxes, value added tax ("VAT") or goods and services tax ("GST") that Roblox assesses on your purchase (the "Purchase Price"). For U.S. and Canadian purchasers, applicable sales tax may be added on to the price displayed; for purchasers in other countries where Roblox is registered for VAT or GST, the Purchase Price will include applicable VAT or GST, at the rate applicable in the territory, unless otherwise indicated at the time of purchase.

## 6 ▼ Intellectual Property and UGC.

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- a. **Roblox IP.** The interfaces, graphics (including without limitation Roblox Classic Avatars and Modified Classic Avatars, as defined in Section 2 of the Creator Terms), trademarks, design, information, artwork, data, code, products, software, and all other elements of the Services, including the rights therein and any derivatives thereof, ("Roblox Intellectual Property" or "Roblox IP") are protected by law and the Roblox Terms. All Roblox IP is the property of Roblox and Roblox's licensors. Roblox IP includes all UGC licensed to Roblox by Creators under the Creator Terms. Except as allowed in the Roblox Terms and any applicable Additional Terms, you may not use any Roblox IP contained in the Services unless you obtain separate permission in each instance from the owner. Roblox reserves all rights in/to the Roblox IP not granted in these Roblox Terms or elsewhere in Additional Terms.
- b. **UGC.** The Services contain various forums, functionality, software, and other interactive features that allow you to create, upload, submit, publish, display, generate, transmit, or otherwise make available ("Publish") UGC on the Services. For more information on these features, please also read Section 2 of the Creator Terms.

Any UGC Published on the Services must comply with the Roblox Terms, including the Roblox [Community Standards](#), and must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam."

Except as otherwise described in Roblox's [Privacy Policy](#) or any applicable Additional Terms, (i) you agree any UGC that you Publish will be considered non-confidential and non-proprietary, and (ii) you grant Roblox a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to host, use, copy, reproduce, modify, adapt, publish, translate, run,

create derivative works of, distribute, communicate to the public, and publicly perform or display including on a through-to-the-audience basis, such UGC and any related interaction data on the Services, throughout the world in any media for any business purpose in connection with operating, providing, publicizing, or improving the Services, including without limitation in connection with the training of machine learning and related models; however, Roblox will only share personal information that you provide in accordance with Roblox's Privacy Policy.

You represent and warrant that, at the time of Publishing UGC, (i) you own or otherwise control all the rights in/to the UGC; (ii) the UGC is accurate and not fraudulent or deceptive; and (iii) the UGC does not violate these Terms, any applicable laws, or the rights of any third party, including intellectual property, privacy, and publicity, and will not cause injury to any person or entity. You understand that Roblox cannot guarantee that in certain situations, UGC that you Publish or make available on or through the Services will not be copied or used by other Users of the Services and discussed on and outside of the Services. If you do not have the right to submit UGC for such use, Publishing such may subject you to liability. Roblox takes no responsibility and assumes no liability for any UGC Published by you or any third party. Roblox has the right but not the obligation to monitor, modify, disable access to, or remove any UGC on its Services, and it may exercise these rights at any time, without notice or liability to you or any third party.

c. **In-Experience UGC.** Some Experiences allow for Users of that Experience to Publish UGC within the Experience. Users who separately Publish UGC within an Experience hereby grant both Roblox and the Creator of the applicable Experience a worldwide, perpetual, royalty free, and irrevocable right and non-exclusive license to use and exploit the UGC in any manner or media, including without limitation in connection with the training, development, and use of machine learning and related models, without any obligation, including any obligation to pay royalties or other compensation to any person or party. If such Users create a Modified Classic Avatar (as defined in Section 2 of the Creator Terms), the User hereby assigns all right, title, and interest in that Modified Classic Avatar to Roblox; Roblox in turn grants a non-exclusive license to both User and Creator to use and exploit that Modified Classic Avatar on the Services without any obligation (except those otherwise specified in these Roblox Terms), including any obligation to pay royalties or other compensation to any person.

d. **Copyright Infringement / Digital Millennium Copyright Act (DMCA).**

i. **Notice.** We respect the intellectual property rights of others, and we ask you to do the same. If you are a copyright owner or an agent of a copyright owner and believe that any content on the Services infringes upon your copyrights, you may submit a notice pursuant to the DMCA by contacting our Copyright Agent by email at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or mail at Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. You may also contact us by phone at (888) 858-2569. If a copyright owner is under the age of 13, a DMCA notice must be submitted by a parent, Guardian, or other adult representative. Your notice must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- A description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- A description of the material that you claim is infringing and where it is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of those materials is not authorized by the copyright owner, its agent, or the law; and
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid. See 17 U.S.C. § 512(c)(3) for further details. We may send a copy of your DMCA notice, including any contact information you provide, to the individual responsible for the reported content.

ii. **Counter-Notice.** If your content was removed or disabled as a result of a DMCA notice, and you believe that your content is not infringing or that you have the proper authorization from the copyright owner, the copyright owner's agent, or pursuant to the law to Publish and use the material in your content, you may send a counter-notice to our Copyright Agent by email at [copyright\\_agent@roblox.com](mailto:copyright_agent@roblox.com) or mail at Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. Any

counter-notice submitted on behalf of a User under the age of 13 must be submitted by a parent, Guardian, or other adult representative. When our Copyright Agent receives a counter-notice, we may send a copy of the counter-notice, including any contact information you provide, to the original complaining party informing that party that we may, in 10 business days, replace the removed content or stop disabling it. Unless the copyright owner files an action seeking a court order against the provider of the content, the removed content may be replaced or access to it restored, in our sole discretion, within 10 to 14 business days or more after our receipt of the counter-notice.

e. **Trademark Infringement.** If you are a trademark owner, or an agent of a trademark owner, and believe that any content on the Services infringes upon your registered trademark(s), please submit a trademark infringement notice to our Trademark Agent at [trademark\\_agent@roblox.com](mailto:trademark_agent@roblox.com) or Legal, 970 Park Place, Suite 100, San Mateo, CA 94403. When you contact us, please provide the following information in your notice:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the trademark;
- A description of the trademark right that you claim has been infringed, including the country in which the trademark is registered and the registration number, if applicable;
- A description of the content that you claim is infringing and where it is located;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the use of such content is not authorized by the trademark owner, its agent, or the law; and
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the trademark owner or authorized to act on the trademark owner's behalf.

Note that Roblox is not in a position to mediate disputes between Users and the holders of trademark rights. However, we take intellectual property rights seriously, and, upon receipt of a valid trademark infringement notice, we will investigate and may remove content that engages in trademark infringement. Note that for the purpose of a trademark infringement report you must be the owner of a registered trademark or their agent, pending trademark applications are not sufficient.

f. **Repeat Infringer Policy.** Roblox's intellectual property policy is to: (i) remove or disable access to content that Roblox knows to be infringing on the intellectual property rights of third parties or that has been identified in a valid DMCA notice submitted by a valid copyright owner or their agent; and, (ii) in appropriate circumstances, to suspend or terminate the Accounts of and block access to the Services by any User who repeatedly or egregiously infringes the copyrights or other intellectual property rights of third-parties.

g. **Feedback.** Any feedback, comments, or suggestions (collectively "Feedback") you may provide regarding or relating to the Services is entirely voluntary, you hereby grant us a perpetual, irrevocable, royalty free, fully paid, worldwide license to us to such Feedback and we will be free to use such Feedback as we see fit and without any obligation to you.

## 7 ▼ Online Safety

Roblox cares about the safety of its Users. If you see any content or materials on the Services that appears to recruit, entice, advertise, or solicit any person to perform a sexual, violent, or illegal act, please contact [Roblox Support](#) and select the "User Safety Concern" help category to immediately report the User and situation.

a. **Community Standards.** To keep its Users safe, Roblox has created certain Community Standards to outline how Users should behave on the Services and what conduct is and isn't allowed on the Services. These Community Standards, which are incorporated into these Terms, may be found [here](#). Any violation of the Community Standards is considered a violation of the Roblox Terms and may result in Account suspension or termination.

b. **Parental Controls.** The Roblox Community is made up of Users of all ages. We work hard to promote a safe and fun environment for all. To help foster this community, we provide Users and their parents/guardians with numerous safety features and controls. More information about these features may be found [here](#).

## 8 ▼ License to and Restriction of Services.

- a. **License to the Services.** Subject to your compliance with these User Terms or any Roblox Terms, Roblox grants you a non-exclusive, limited, revocable, non-transferable license to use the Services on devices that you own or control for your personal, entertainment use, including and solely in connection with the Services, the right to download and use software that Roblox makes available for download as part of the Services, in object code form only.
- b. **Restrictions of Use.** In addition to any other restrictions set forth in the Roblox Terms or any Additional Terms, Users may not (a) lease, lend, sell, redistribute, or sublicense any part of the Services; (b) copy, modify, distribute, publicly perform or display, reverse engineer, disassemble, modify, or create derivative works of the Services or related or implemented technology; (c) circumvent any technological measure designed to protect the Services or any technology associated with the Services; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Services' source code, in whole or in part (unless a portion of code contained within the Services is released as open source and the open source license governing such code expressly permits reverse engineering, copying or other modification); (e) use the Services to create malicious or abusive content (as determined by Roblox in its sole discretion) or any content that violates these Roblox Terms, Additional Terms, guidelines, or policies; or (f) use the Services (or any part thereof or any technology contained therein) in any manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws.

## 9 ▼ Third-Party Services.

- a. **Third-Party Services.** Some parts of the Services may include or make available content, tools, or other materials, including but not limited to Experiences, from third parties (people or companies other than Roblox) ("Third-Party Services"). Depending on a User's age, this could include links to other websites, features that let a User link their User Accounts to other accounts (like Facebook), or third-party buttons (e.g., "like" or "share"). As described in this Section 9, Roblox neither controls nor takes responsibility for any Third-Party Services, including, without limitation, how a third party may collect, use, or store User information. You understand that your use of the Services and, by extension, Third-Party Services, may subject you to fees, terms, and/or policies, such as a privacy policy, that are not controlled by Roblox. By your use of the Services and integrated Third-Party Services, you agree to pay any fees and to follow any terms, conditions, and policies presented by those Third-Party Services.
- b. **Disclaimer.** You understand that by using the Services, you may come across Third-Party Services that (i) may be considered offensive, or objectionable; (ii) may or may not be identified as having explicit language; (iii) may contain links or references to objectionable material; (iv) may contain infringing content; (v) may not function properly or as intended; may contain viruses, malware, or other harmful code; and/or (vi) may not be available in all countries or languages. You agree to use the Services at your own risk. User acknowledges and agrees that Roblox is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright, compliance, legality, decency, quality or any other aspect of such Third-Party Services. Roblox does not warrant or endorse any Third-Party Services. You further agree that Roblox will not have any responsibility or liability to you in connection with such Third-Party Services, including any losses you may sustain as a result of using such Third-Party Services.
- c. **Notices.**
  - i. **Apple.** If a User is using the Roblox mobile application ("App") on an iOS device, User also acknowledges and agrees to the terms of this Section. The Roblox Terms are between User and Roblox only, not with Apple, and Apple is not responsible for the Services and the content of the Services. Apple has no obligation whatsoever to provide any maintenance and support service with respect to the Services. If the Services fail to meet the applicable warranty, User may notify Apple, and Apple will refund any applicable purchase price for the App to User. Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by User or any third party relating to the Services or User's use of the Services, including: (a) product liability claims; (b) any claim that

the Services fail to meet any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Services or User's use of the App infringe that third party's intellectual property rights. User agrees to comply with any applicable third-party terms when using the Services. Apple and Apple's subsidiaries are third-party beneficiaries of the Roblox Terms, and when User accepts the Roblox Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Roblox Terms against User as a third-party beneficiary. User hereby represents and warrants that (a) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) User is not listed on any U.S. Government list of prohibited or restricted parties.

- ii. **Autodesk.** Roblox Studio contains Autodesk® FBX® code developed by Autodesk, Inc. Copyright 2016 Autodesk, Inc. All rights reserved. This code is provided "as is" and Autodesk, Inc. disclaims any and all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. In no event will Autodesk, Inc. be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including obtaining substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of such code.
- iii. **PlayStation.** This Section applies to Users accessing the Services on a Sony PlayStation® device. Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America. Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation™Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game. The Roblox Terms are between User and Roblox only, and not with any of Sony Computer Entertainment, Inc., Sony Computer Entertainment America LLC, and Sony Computer Entertainment Europe Ltd. (collectively, "SCE"). Roblox, and not SCE, is responsible for the Services. User is granted a limited license to use the Services only on a "System" (which includes PlayStation, PlayStation 2, PlayStation 3, PlayStation 4, PlayStation Portable (PSP), PlayStation Vita (PS Vita), and PlayStation Vita TV (PS Vita TV), including all iterations and server emulations of each) that User owns or controls or such other system to which the Services are delivered by the proprietary online network operated by SCE or its affiliates, accessible via the Systems and other devices. Each SCE Company is a third party beneficiary of the Roblox Terms.

## 10 ▼ Experience Rules + Dispute Resolution (Between Users and Creators or Between Creators).

If a User has an issue with any Creator UGC (including Experiences or other Virtual Content), Users should first contact the Creator of the UGC directly to resolve the issue.

- a. **Experience Rule Violations.** Roblox permits Creators to create custom rules that govern Experiences and the actions of Users within ("Experience Rules"). Experience Rules are created, governed, and administered by the Experience Creator and not by Roblox. As such, violations of Experience Rules may only be reported to (and handled by) the Experience's Creator directly. They may not be reported through Roblox's Report Abuse system.

Experiences will have their own system for (i) monitoring User compliance with and (ii) moderating Users who violate the Experience Rules. Moderations may include a violative User being banned from accessing an Experience – temporarily or permanently – and may also include the loss of Virtual Content acquired in that Experience. All such moderations are conducted by the Creator on behalf of the Experience, and Roblox is not responsible for a Creator's actions in this respect.

- b. **Dispute Resolution.** If a User has an issue with any Creator UGC (including Experiences, Experience Rules, or other Virtual Content), a User must first contact the Creator of the UGC directly to resolve the issue. See [here](#) for additional information about disputes between Creators and Users.

c. Escalation to Roblox. While Roblox is not responsible for the actions or moderations of a Creator based on the Experience Rules or the resolution of issues between Users and Creators or between Creators, Roblox wants to make sure that everyone enjoys the Services. Accordingly, Roblox has the right (but not the obligation) to intervene in issues between Users and Creators or between Creators to try to help resolve them. Before escalating any such issues to Roblox, Users should first make a real, genuine effort to work out a resolution with the Creator. If such attempt is unsuccessful, User may escalate the issue to Roblox's Customer Service team by completing the [Roblox Support Form](#). If Roblox chooses to intervene or take action in any dispute between a User and Creator or between Creators, User and Creator agree that Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) is final, and Creator and User will accept that decision. Users and Creators agree to work with Roblox in a timely manner to resolve all such issues, and failure to do so shall be a violation of the Roblox Terms.

## 11 ▼ Dispute Resolution (Between User and Roblox); Arbitration Agreement; Class Action Waiver.

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Except as otherwise permitted in the Roblox Terms, you agree that any dispute, claim, or controversy you may have with Roblox arising under or relating in any way to the Roblox Terms or the Services ("Dispute") will be governed and resolved through the Mandatory Informal Dispute Resolution ("MIDR") process (as outlined below).

**FOR U.S. RESIDENTS ONLY:** If the MIDR process has been completed but the Dispute remains unresolved, you agree that such Dispute will be determined through binding arbitration (as outlined below) and not through litigation. This agreement applies regardless of the legal theories involved in the Dispute and regardless of whether the Dispute is with Roblox, its subsidiaries, affiliates or parent company, or any suppliers or service providers involved with the Services, or their officers, directors, employees, agents, or successors. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GIVING UP THE RIGHT TO FILE A LAWSUIT IN COURT BEFORE A JUDGE OR JURY, INCLUDING IN A CLASS ACTION, FOR ANY DISPUTES SUBJECT TO THE ARBITRATION PROVISION BELOW.**

a. **Mandatory Informal Dispute Resolution.** We hope there's never a Dispute between us, but if there is, we both recognize and agree that good faith, informal efforts to resolve Disputes often result in prompt, low-cost, and mutually beneficial outcomes. Therefore, we each agree that—before either of us may commence an arbitration or assert any claim in court, except as set forth in Section 11.a.vi, below—we will engage in the following MIDR process:

- i. Notice. To initiate the MIDR process, the party with a Dispute must first give written notice to the other party.
  - **To notify Roblox**, you must send written notice to **Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403** by certified U.S. Mail or by Federal Express (or international equivalent), providing: (a) the User's full name, Roblox username, and any email or billing address associated with the User's Roblox Account; (b) the name and contact information of the User's counsel, if User is represented by counsel; (c) a brief description of the User's Dispute and the resolution requested; and (d) the ticket or case number provided by Roblox Support to track previous attempts to resolve the Dispute, if there is one.
  - **To notify a User**, Roblox will send a written notice to the email address or billing address that you provided to Roblox (or, if none is provided, through the messaging system on the Roblox Service); that notice will include (a) the name and contact information of Roblox's counsel; and (b) a brief description of Roblox's Dispute and the resolution requested.
- ii. Process. Both parties will then engage in the MIDR process. The MIDR process requires conferring in writing—or, if requested by either party, via teleconference or videoconference—in a good faith effort to informally resolve the Dispute. If either party is represented by counsel, that counsel may participate.
- iii. Confidentiality. All offers, promises, conduct, and statements made in the course of the MIDR process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the MIDR process.
- iv. Timing. The MIDR process shall occur within sixty (60) days of receipt of the written notice described in subsection i above, unless an extension is mutually agreed upon by the parties. However, if a party is seeking injunctive relief on an

emergency basis (for example, a preliminary injunction or temporary restraining order), the MIDR process with respect to that relief shall occur within three (3) business days of receipt of the written notice described in subsection i above, unless an extension is mutually agreed upon by the parties. Any statute of limitations will be tolled while the parties engage in the informal dispute resolution process described in this section.

v. **MIDR Is a Mandatory Prerequisite to Arbitration or Litigation.** If, after participating in the MIDR process, we have been unable to resolve the Dispute, either party may commence an arbitration (or litigation, if the claim falls within an exception to the Arbitration Agreement (as defined below)). However, if we have not engaged in the MIDR process as set forth in this section, the Dispute may not be submitted to arbitration, nor may a claim be filed in court, until the MIDR process occurs. User and Roblox understand and agree that any Dispute that has not first been subject to MIDR:

- Shall not be accepted by the arbitration provider, and shall be deemed frivolous under Federal Rule of Civil Procedure 11(b); further, the arbitrator may allocate any arbitration fees and/or costs to any party that files a frivolous claim in violation of this Section 11.a; and
- Shall be subject to dismissal if asserted in court.

vi. **Exceptions.** If a Dispute involves a claim that asserts infringement of patent, copyright, trademark, or trade secret rights, the User and Roblox are not required to participate in the MIDR process set forth in this section.

b. **Arbitration Agreement. THE FOLLOWING APPLIES TO U.S. USERS ONLY.** If there is a Dispute between us, and we're unable to resolve it through the MIDR process described in subsection a. above, this subsection explains in detail the process for resolving that Dispute. **Please read this section carefully; it's important.**

i. **ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.** EXCEPT AS OTHERWISE PROVIDED IN THE ROBLOX TERMS, USER AND ROBLOX AGREE THAT ANY DISPUTE THAT CANNOT BE RESOLVED THROUGH MIDR, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH HEREIN, RATHER THAN IN COURT. USER AND ROBLOX THEREBY AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT USER AND ROBLOX MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR CLASS ARBITRATION.

This arbitration agreement and class action waiver ("Arbitration Agreement") applies to all Users who are United States residents and, except as provided below, to all Disputes—regardless of (a) the legal theories involved in the Dispute, (b) when the Dispute arose, and (c) whether the Dispute is with Roblox, with Roblox's subsidiaries, affiliates, or parent company, or with any suppliers or service providers involved with the Services (including any officers, directors, employees, agents, or successors).

ii. **Federal Arbitration Act; Interpretation; and Enforcement.** This Arbitration Agreement is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("FAA"), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this Arbitration Agreement and all of its provisions, including, without limitation, the class action waiver. State arbitration laws do not govern in any respect. Further, User and Roblox each agree that the Roblox Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible.

iii. **Arbitration Generally; Relief Available.** There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award, on an individual basis, the same damages and relief as a court (including injunctive and declaratory relief and statutory damages) and must follow the Roblox Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).

iv. **Arbitration Proceedings and Rules.** Arbitrations will be administered by FedArb in accordance with FedArb's Expedited Arbitration Rules and (if applicable) Framework for Mass Arbitration Proceedings ADR-MDL, except as modified by the Roblox Terms. In particular, the Framework for Mass Arbitration Proceedings ADR-MDL shall apply if five or more demands for arbitration are filed that share common factual or legal issues, and if counsel for the parties submitting those demands are the same or coordinated. Users can find more information at [www.fedarb.com](http://www.fedarb.com) or by calling 1-650-328-9500.

Unless required by law, or unless the parties mutually agree otherwise in writing, any arbitration hearing—including oral arguments—will be conducted through video conferencing. If the arbitration hearing is conducted in person, it will take place in San Mateo County, California, if that is a convenient location for the User, or the county or parish where the User resides.

At the conclusion of the arbitration, the arbitrator will issue a written decision explaining the findings and conclusions upon which the arbitrator's decision is based.

Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it—including but not limited to any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing, the decision, and the arbitration award—will be confidential and will not be disclosed to any third party, except as necessary to obtain court confirmation of the arbitration award.

v. Commencing an Arbitration. A party who has complied with the MIDR process described above and who wishes to start arbitration must submit a demand for arbitration and a copy of the User Terms to FedArb at [https://fedarb.my.salesforce-sites.com/Roblox\\_DemandForm](https://fedarb.my.salesforce-sites.com/Roblox_DemandForm).

vi. Fees and Costs. If you commence an arbitration in accordance with the Roblox Terms and Arbitration Agreement, you will be required to pay the first \$50 of FedArb's filing fee. Except as otherwise set forth in Section 11(a)(v) and this subsection, you will not be responsible for paying any other fees for the arbitration other than the filing fee; all other fees or expenses charged by FedArb will be paid by Roblox. Further, if FedArb determines that you are unable to pay any part of the filing fee, Roblox will pay that part too.

Users are otherwise responsible for their own costs and attorneys' fees; Roblox will not pay such costs or attorneys' fees unless ordered to do so by the arbitrator.

If the arbitrator finds that either the substance of the claim or the relief sought is frivolous or brought for an improper purpose, the parties agree that the arbitrator may order the losing party to reimburse the prevailing party for all arbitration fees—as well as reasonable attorneys' fees and costs. Further, in cases where a statute authorizes the award of attorneys' fees or costs to the prevailing party, the arbitrator may award attorneys' fees or costs pursuant to that statute.

The parties agree that FedArb has discretion to modify the amount or timing of any fees due under any applicable rules or fee schedules, and further agree not to oppose any modifications to the timing or amount of any fees due—provided that such modifications do not increase the fees to either party.

vii. Delegation; Interpretation. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of the Roblox Terms, including, but not limited to, any claim that all or any part of the Roblox Terms is void or voidable; however, in the event of a Dispute about which particular version of the Roblox Terms you agreed to, a court will decide that specific question prior to the commencement of the arbitration. This Arbitration Agreement is intended to be broadly interpreted and will survive termination of the Roblox Terms.

viii. Severability. If any provision of this Arbitration Agreement is found unenforceable, that provision will be severed, and the balance of the Arbitration Agreement will remain in full force and effect. If a court decides that applicable law precludes enforcement of this Arbitration Agreement as to any particular claim, then that claim must be severed from the arbitration, while the remaining claims will still be resolved through binding arbitration.

ix. Opting Out. You may opt-out of the Arbitration Agreement entirely and litigate any Dispute with us by sending written notice to Roblox within 30 days of signing up for the Services for the first time. Thereafter, you may only opt-out of material changes to the Arbitration Agreement by sending written notice within 30 days after Roblox provides notice of those changes (unless a longer period is required by applicable law). In either case, to opt-out, a User must send a written notice entitled "Arbitration Opt-Out Notice" to Roblox Corporation, Legal Department, 970 Park Place, Suite 100, San Mateo, CA 94403 by certified U.S. Mail or by Federal Express (or international equivalent). To be valid, the opt-out notice must be sent to Roblox from the User who wants to opt-out (or that User's Guardian) and include (a) the User's full name, Roblox username, and email address, (b) a clear statement that the User wants to opt-out of the Arbitration

Agreement, or wants to opt-out of a material change to the Arbitration Agreement, as applicable, and (c) the User's signature (or the signature of the User's Guardian, if the User is a Minor). If opting-out of a material change, the notice must also identify the particular material change to which the User wants to opt-out. An opt-out notice applies only to the Arbitration Agreement; all other parts of the Roblox Terms will still apply to the User and Roblox. Further, an opt-out notice does not revoke or otherwise affect any previous agreement to the Arbitration Agreement. By opting out of a material change to the Arbitration Agreement, you agree to arbitrate any Dispute in accordance with the language of the last version of the Arbitration Agreement that you accepted.

x. **Exceptions.** The Arbitration Agreement shall be subject to the following exceptions:

- Users and Roblox retain the right to participate in class-wide settlement of claims.
- The Arbitration Agreement does not apply to Users who are not residents of the United States, or to Users who (pursuant to subsection ix above) properly opt-out of the entire Arbitration Agreement within 30 days of signing up for the Services for the first time.
- If a Dispute is within the jurisdiction of small claims court, either the User or Roblox may (after engaging in the MIDR process) choose to take the Dispute to small claims court in the User's county of residence, or in the Superior Court of California, County of San Mateo.
- If a Dispute involves a claim that asserts infringement of patent, copyright, trademark, or trade secret rights, either the User or Roblox may assert the claim in federal or state court, as set forth in Section 15.

c. **Timing for Raising Disputes.** USER AND ROBLOX AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES OR IT IS PERMANENTLY BARRED.

## 12 ▼ Governing Law, Jurisdiction, and Venue.

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- a. Except as otherwise provided herein, the Roblox Terms are governed by the laws of the State of California without regard to conflict of law principles.
- b. Except for small claims court actions, any Dispute that is not subject to the Arbitration Agreement as outlined in Section 11 above (including if the Arbitration Agreement is for any reason held to be unenforceable) may only be litigated in the federal or state courts of San Mateo County, California, and User and Roblox consent to jurisdiction in those courts for such purposes, except as otherwise provided by the European Union's General Data Protection Regulation.

## 13 ▼ Disclaimers; No Warranties.

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- a. **UGC Disclaimer.** Except as may be required by applicable law, Roblox is not liable for, nor is Roblox obligated to screen, approve, edit, or control any UGC that Users, Creators, or others Publish or otherwise make available on the Services. Roblox may, however, at any time, without notice, and without any obligation to User, remove, edit, block or suspend the availability of any UGC that Roblox thinks violates the Roblox Terms or is otherwise objectionable. User understands that when using the Services, User will see UGC from a variety of sources and understands that UGC could be inaccurate, offensive, or objectionable. User agrees to waive, and does waive, any legal or equitable right or remedy that User has or may have against Roblox regarding UGC. If notified by a User or content owner that UGC allegedly violates the Roblox Terms, Roblox may investigate and decide whether to remove or disable access to the UGC (which Roblox can do at any time, without notice).
- b. **Experience Guidelines.** The Services display to Users an age guideline and certain other descriptors about Experiences. A description of those age guidelines can be found [here](#). The age guidelines or descriptors for an Experience may be modified from time to time, such as based on additional information reported to Roblox or changes made to the Experience by a Creator. User is solely responsible for reviewing the age guidelines and descriptors for an Experience to determine whether any such changes have been made. Roblox does not warrant the accuracy of the guidelines or descriptors. User

acknowledges and agrees that Roblox is not responsible for the accuracy, completeness, validity, or quality of any age guidelines or descriptors.

- c. **As Is.** THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROBLOX AND ROBLOX'S OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AFFILIATES, INVESTORS, BUSINESS PARTNERS, SUBSIDIARIES AND AGENTS (TOGETHER, THE "AFFILIATED PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE AFFILIATED PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY PART OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TRANSLATIONS OF CONTENT, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- d. **No Responsibility.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM ROBLOX OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE AFFILIATED PARTIES OR ROBLOX THAT IS NOT EXPRESSLY STATED IN THE ROBLOX TERMS. USER ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM USER'S USE OF OR ACCESS TO THE SERVICES, USER'S DEALING WITH ANY OTHER USERS ON THE SERVICES, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 14 ▼ Limitations of Liability.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ROBLOX AND THE AFFILIATED PARTIES BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO USER'S ACCESS TO OR USE OF, OR USER'S INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, USER AGREES THAT THE AGGREGATE LIABILITY OF ROBLOX AND THE AFFILIATED PARTIES TO USER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PART OF THE SERVICES OR OTHERWISE UNDER THE ROBLOX TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$1,000 USD (EXCEPT AS NOTED IN SECTION 11 ABOVE OR AS OTHERWISE SET FORTH IN THE CREATOR TERMS).

## 15 ▼ Indemnification.

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You agree that you will be responsible for your use of the Services, and you further agree to defend and indemnify Roblox and the Affiliated Parties from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of the Services; (b) your violation of any part of the Roblox Terms, any representation, warranty, or agreement referenced in the Roblox Terms, or any applicable law or regulation; (c) your actual or alleged violation of any third-party right, including any intellectual property right, publicity or privacy right, property right, or confidentiality obligation; or (d) any Dispute or issue between you and any third party. Roblox reserves the right, at Roblox's own cost, to take on the exclusive defense and control of any matter subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with Roblox's defense of that claim.

## 16 ▼ Notice to California Residents.

- a. **Complaints.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, CA 95834, or by phone at (800) 952-5210 in order to resolve complaints regarding the Services or to get more information regarding your use of the Services.
- b. **Minors.** If you are a California resident under the age of 18, you may request that Roblox remove certain personal content that you have publicly posted to the Services, and Roblox will comply with such request to the extent permitted and/or required by law. Such content may include personal information but does not include (a) anonymized information or (b) UGC that you have uploaded to the Services (as you have received consideration for providing it). To make such a request, please contact [Roblox Support](#). The request must include your username and a specific description of the content that you want removed so that Roblox can find it. Roblox will not accept requests via postal mail, phone, or fax and may not be able to respond if you provide incomplete information. A request does not guarantee that the information you posted will be completely removed, and there may be circumstances in which the law does not require or allow removal, even if you make such a request.

## 17 ▼ Miscellaneous Terms.

- a. **General.** These User Terms, together with all Roblox Terms, make up the entire agreement between you and Roblox regarding the Services and your use thereof. You may not assign these Roblox Terms or any of your rights hereunder by operation of law or otherwise without Roblox's prior written consent. Roblox may assign the Roblox Terms at any time to anyone without notice or consent. This agreement is binding on and inures to the benefit of Roblox's and your respective successors and assigns. If any part of these Roblox Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible (or, if it cannot legally be given any effect, will be severed from the Roblox Terms), and the remaining parts will remain in full force and effect. Nothing in the Roblox Terms will be deemed to confer any rights or benefits on a third party (other than Apple as noted in Section 9.c.).
- b. **Termination; Survival.** In the event of termination of these User Terms or any Additional Terms, as applicable, the rights and duties of Roblox and User to each other will terminate except that any part of the Roblox Terms or Additional Terms, which by their nature should survive termination, will survive, including Sections 6, 8, 9, 10, 11, 13, 14 and 15.
- c. **Waiver.** No waiver of any part of the Roblox Terms by either User or Roblox shall be deemed a continuing or further waiver of any such part or any other part of the Roblox Terms, and Roblox's or User's failure to assert any rights or part of the Roblox Terms shall not be deemed or otherwise constitute a waiver of such right or part.
- d. **Interpretation.** The section headers in these Roblox Terms are for convenience and will not impact the interpretation of these Roblox Terms. In all cases where Roblox is allowed to make a decision under these Roblox Terms, that decision is completely up to Roblox, in its sole discretion. The Roblox Terms are subject to applicable law, meaning that they apply except to the extent otherwise prohibited or required by applicable law. Unless the context dictates otherwise, whenever the word "including," or similar is found in the Roblox Terms, it means "including, without limitation" and whenever the word "or," is found in the Roblox Terms, it means "and/or."
- e. **Compliance with Laws.** When using the Services, you agree to comply with all applicable laws. User will not directly or indirectly export, re-export, or transfer the Services to prohibited countries or individuals (or allow either to use the Services). User hereby represents and warrants that (i) User is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) User is not listed on any U.S. Government list of prohibited or restricted parties.
- f. **Consent to Online Communications.** By using the Services, you agree to receive certain electronic communications from Roblox as described in the [Privacy Policy](#), (which are incorporated by reference into these User Terms, and by your use of the Services, you acknowledge that you have read). You further agree that any notices, agreements, disclosures, or other

messages that Roblox sends to you by electronic means shall satisfy any legal requirements that such communications be in writing. To the extent permitted by applicable law, you agree that any time you electronically transact, agree, or consent via the Services, it is intended to be an electronic signature which binds you as if you had signed on paper.

- g. **Investigations; Cooperation with Law Enforcement.** Roblox reserves the right to investigate and prosecute any suspected or actual violations of these Terms. Roblox may disclose any information as necessary or appropriate to satisfy any law, regulation, legal process, or government request.
- h. **Prevailing Language.** To the extent any of the Roblox Terms are made available in multiple languages, in case of any discrepancies or conflicts between the English version of the Terms and any other language version, the English version will govern and prevail.

## 18 ▼ Contact Information.

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The Services are offered by Roblox Corporation located at 970 Park Place, Suite 100, San Mateo, CA 94403. You can contact Roblox by sending any messages to that address, completing the [Roblox Support Form](#), or by calling Roblox at (888) 858-2569. If you are a California resident, you may have the Roblox Terms e-mailed to you by sending a request, including your email address, to the address above.

## ▼ CREATOR TERMS

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Creators are the heart of the Roblox community, and we created the following terms (“**Creator Terms**”) to set forth the rules and guidelines for creating and Publishing UGC on the Services as well as the use of UGC or other Roblox IP or content on the Services. These Creator Terms apply to all Users of Roblox.

In addition to these Creator Terms, Creators must also abide by the User Terms, both in their capacity as a Creator and as a User of the Services, and any Additional Terms (such as Roblox’s [Advertising Standards](#), [Biometric Policy](#), [AI-Based Tools Supplemental Terms and Disclaimer](#) and [DevEx Terms](#)), as may be applicable.

Please note that Supplemental Provisions apply to: (i) a User's interactions with UGC Published on the Services by creators that use Luobu Studio and to a Creator's submission of UGC to the Luobulesi Game for distribution in the People's Republic of China (See Appendix A); (ii) Users in Japan (See Appendix B); (iii) Users in the EU/EEA and the United Kingdom (collectively referred to as “Europe”) (See Appendix C); and (iv) Users in Vietnam (See Appendix D).

## 1 ▼ Definitions.

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Any capitalized words not defined herein take the meaning given to them in the User Terms or the [Roblox Dictionary](#).

## 2 ▼ Intellectual Property.

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### a. Roblox Services; Ownership; License.

- i. Roblox IP. Terms outlining the ownership of Roblox IP are set forth in Section 6.a. of the User Terms.
- ii. Roblox Studio. Roblox provides Creators with a free software tool (“**Studio**”) that allows them to create, develop, modify, operate, and Publish Experiences and 3D Virtual Content (collectively encompassed by “UGC,” as that term is originally defined in the User Terms) on the Services. Roblox owns and/or controls all rights in/to Studio and all elements contained therein. Subject to Creator’s compliance with these Creator Terms, Roblox grants Creator a non-exclusive,

limited, revocable, non-sublicensable, and non-transferable license to use Studio solely for the purpose of creating, developing, modifying, uploading, and Publishing Creator's UGC on the Services ("Studio License"). Creator may only use Studio in a way consistent with these Creator Terms.

iii. Roblox Templates. "Templates" are made available by Roblox (generally via Studio) and serve as a starting point that Creators can use to more easily create UGC. Roblox owns or controls all rights in all Templates and all elements contained therein and makes Templates available to Creators pursuant to the Studio License. Creators may only use Templates in a way consistent with these Creator Terms. Using a Template does not give Creator any ownership rights in/to that Template.

iv. Roblox Classic Avatars. Roblox has created, owns all intellectual property in, and makes available to Creators for use solely on the Services certain models, which include (a) avatars derived from a model constructed out of only 6 parts (known generally as "R6" avatars); (b) avatars derived from a model constructed out of only 15 parts (known generally as "R15" avatars); and (c) subject to subsection 2.b below, any derivatives thereof (to be determined in Roblox's sole discretion) that are based on or derived from the following body forms developed by Roblox, as may be revised by Roblox from time to time and as further described in the following links:

- Roblox Boy: <https://www.roblox.com/bundles/109/ROBLOX-Boy>;
- Roblox Girl: <https://www.roblox.com/bundles/108/ROBLOX-Girl> and <https://www.roblox.com/bundles/282/ROBLOX-Girl>;
- Roblox Man: <https://www.roblox.com/bundles/238/Man>;
- Roblox Woman: <https://www.roblox.com/bundles/239/Woman>;

(collectively, "Classic Avatars").

Subject to the rights Creator grants to Roblox in subsection 2.b below, Roblox grants Creators (a) the right to use such Classic Avatars as avatars solely on the Services; (b) the right to alter, customize, and modify such Classic Avatars (each a "Modified Classic Avatar") solely for the purpose of using such Modified Classic Avatar on the Service or as otherwise permitted under these Creator Terms; and (c) the non-exclusive right to apply Creator's UGC to Classic Avatars and Modified Classic Avatars on the Services only.

Roblox further grants the Creator of each Modified Classic Avatar a limited, non-exclusive, revocable, non-transferable license to use such Modified Classic Avatar solely on the Services and as otherwise permitted under these Creator Terms. Roblox reserves all rights in Classic Avatars and Modified Classic Avatars not expressly granted herein, including the exclusive right to create derivative works incorporating Classic Avatars and Modified Classic Avatars.

Creators shall in no event use Classic Avatars or Modified Classic Avatars (including any portions thereof) in connection with any off-Services physical or digital merchandise, motion picture, television program, theatrical play, book, or other publication, in each case whether for giveaway or compensated access (including license or sale). Creator hereby represents and warrants not to make any such use of Classic Avatars or Modified Classic Avatars.

v. Builder Font Family. Roblox makes available, and owns all rights in, its Builder font family for creating, developing, modifying, uploading, and publishing UGC on the Services. Use of the Builder font is governed by and conditioned on compliance with the [Builder font license](#). Creator may only use the Builder font in a way consistent with these Creator Terms.

vi. Other Roblox Content. Roblox, at its sole discretion, may create, develop, and make available on and through the Services other content ("Other Roblox Content"). Subject to Creator's compliance with these Creator Terms, Roblox grants Creator a non-exclusive, limited, revocable, non-transferable license to use such Other Roblox Content solely on the Services and in connection with Creator's UGC ("Other Content License"). Creator will not be entitled to any payment or compensation for Creator's use of Other Roblox Content (including any modifications or enhancements thereto).

vii. Roblox Trademarks. Creators are prohibited from using the name "Roblox," "Blox," and any name similar to Roblox (to be determined in Roblox's sole discretion), in the titles of any Experiences. Subject to the foregoing restriction and Creator's adherence to the [Roblox Name and Logo Guidelines](#), Roblox hereby grants Creator a non-exclusive, personal, limited,

revocable, non-transferable license to use Roblox trademarks, whether registered or unregistered, solely for use within Creator's Experience(s) on the Services, including in connection with the creation of Virtual Content ("Roblox Trademark License"). All goodwill arising from any use by Creator of any Roblox trademarks will inure solely to Roblox. Use by Creator of any Roblox trademarks outside of the Roblox Services (including a trademark that may be contained in the title of a Creator's Experience) is permitted only as set forth in the [Roblox Name and Logo Guidelines](#).

**For Experiences Published Prior to June 22, 2022:** Notwithstanding the foregoing and subject to Creator's continued compliance with these Creator Terms, the [Roblox Name and Logo Guidelines](#), and all other Roblox Terms, any Creators who Published Experiences on the Services prior to June 22, 2022 that contained "Roblox," "Blox," or similar names in their title may continue to keep such name(s). To each Creator of such Experience Roblox hereby extends the Roblox Trademark License to cover use in connection with the title of your Experience.

viii. Termination of License. Roblox reserves the right to terminate or modify the Studio License, Template License, Other Roblox Content License, and Roblox Trademark License at any time and for any reason.

b. User-Generated Content (UGC).

i. Ownership of UGC. Except for Modified Classic Avatars and subject to the rights and licenses Creator grants in these Creator Terms (and any applicable Additional Terms), as between Creator and Roblox or Creator and Users, Creator retains all copyrights that Creator may hold in any UGC that Creator has ever created or will create (whether alone or with others) and Publishes or makes available on the Services (excluding any non-UGC Roblox IP that may be contained therein).

ii. Roblox License to UGC. In consideration for the use of the Services and Creator's potential to earn Robux, Creator grants Roblox a perpetual, worldwide, non-exclusive, royalty-free right and license (with the right to sublicense to any person or entity, including without limitation other Users and Creators) to host, store, transfer, translate, run, localize, publish, publicly display, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), reproduce (including in timed synchronization to visual images), modify, adapt, create derivative works of, enhance, distribute, and use for any business purpose related to the Services (including in connection with operating, providing, publicizing, or improving the Services or Roblox, including without limitation, in connection with the training, development, and use of machine learning and related models) any UGC and any interaction data on the Services, including inputs and outputs within Studio, relating to creating and modifying such UGC, in whole or in part (including any incorporated or associated trademarks and underlying source code and scripts), that Creator Publishes or makes available on or through the Services.

Notwithstanding the above, Creator also grants to Roblox the exclusive, worldwide, irrevocable, perpetual, fully paid, sublicensable right to apply Creator's UGC to a Classic Avatar or Modified Classic Avatar, whether on or off the Services; provided, however, that Roblox's off-Services right specifically excludes the right to apply (a) shirts, pants, or T-Shirts designed by a Creator (excluding any Roblox IP that may be contained therein); (b) trademarks owned or controlled by a Creator; or (iii) copyrighted material owned or controlled by a Creator that has been published outside of the Services prior to the time that it was Published by Creator on the Services.

Subject to the rights and licenses granted herein, to the extent that a Creator has or obtains any right, title or interest in any Modified Classic Avatar, Creator hereby irrevocably assigns to Roblox all such right, title and interest. This assignment includes all intellectual property rights and other proprietary rights therein, including rights in any licenses that such Creator may have granted. It also includes rights in any Modified Classic Avatar developed under prior versions of these Roblox Terms. Notwithstanding the foregoing, Roblox may, in its sole discretion, permit a Creator who has customized a Classic Avatar or Modified Classic Avatar so that it no longer appears similar to a Classic Avatar or Modified Classic Avatar (or any derivatives thereof, all as determined by Roblox in its sole discretion) to receive all right, title and interest in such customized Classic Avatar or Modified Classic Avatar, subject to Creator granting Roblox the perpetual, worldwide, non-exclusive, royalty-free right and license discussed in this Section.

Creator also agrees to make its UGC available in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of the Services or Roblox as permitted herein, even if Creator has

exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws (all the foregoing paragraphs in this section collectively, the “UGC License”).

Roblox’s right to market and advertise the Services or Roblox using Creator’s UGC (excluding Modified Classic Avatars) (“Ancillary Use”) will not include using such UGC in marketing and advertising that is focused solely on promoting Creator’s UGC (as reasonably determined by Roblox) as part of the Services without Creator’s approval, but Roblox can generally reference, as determined by Roblox in its sole discretion, Creator’s UGC with other UGC or material (and without Creator’s approval) to promote, market or advertise the Services or Roblox. Roblox may also use Creator’s UGC for non-commercial and educational uses to promote the Services (and Roblox will reasonably determine whether a use is non-commercial or educational). Other than the potential to earn Robux, Roblox is not required to give Creator any attribution or compensation for any reason nor is Roblox required to use the license Creator grants in this Section or exploit any of the rights granted herein.

Creator retains the right to delete or update any or all content within an Experience at any time and at Creator’s discretion (and Creator will delete or update such content if required by law), provided that regardless of any such update or deletion having occurred, and regardless of any termination of these Creator Terms or termination or suspension of Creator’s Account: (i) except where no longer possible due to the deletion of an Experience, Virtual Content created by Creator which was validly purchased or otherwise validly obtained by a User may continue to be accessed and used by such User indefinitely (or, in the case of UGC Subscriptions, for the duration of the purchased subscription period) in accordance with and subject to the terms and policies of the Services; and, (ii) Roblox’s right to use any UGC or other content that is already in use by Roblox pursuant to a license or otherwise in accordance with these Roblox Terms or already in use by Roblox as part of an Ancillary Use shall continue in perpetuity.

In addition to Roblox’s right to grant sublicenses for Creator’s UGC, Creator, when Publishing certain UGC onto the Service, may be asked if Creator would like to share such UGC directly with other Users. Creator is not required to do so, but if Creator does agree to grant this right, then other Users may use Creator’s UGC to create their own Experiences and other UGC on the Services without any further obligation to Creator.

Where Creator’s Virtual Content is sold or otherwise provided to a User, Creator agrees that, pursuant to the rights granted to Roblox herein and regardless of whether the Virtual Content was sold or provided by Creator to the User, Roblox may allow the User to continue to access and use such Virtual Content indefinitely (in accordance with and subject to the Roblox Terms) even if the Virtual Content is no longer otherwise accessible on the Services.

Roblox’s rights under this UGC License shall expressly survive if Creator’s Account is terminated due to Creator’s breach or violation of these Creator Terms or any of the Roblox Terms.

iii. Through-to-the-Audience Rights. The rights Creator grants in these Creator Terms are provided on a through-to-the-audience basis, meaning the owners or operators of third-party services won’t have separate liability to Creator or anyone else for UGC that Creator has made available on the Services or used on Third-Party Services via Roblox’s Services.

iv. Authorization to Publish UGC to Services. Creator must not Publish or otherwise make any UGC available on the Services if Creator is not the owner of or is not fully authorized to grant rights in all parts of that UGC. Without limiting Creator’s obligations under Section 9 of these Creator Terms (and all other obligations set forth in the Roblox Terms), Creator agrees to pay all amounts owed to any person as a result of Creator Publishing or making UGC available on the Services.

v. Suspension of UGC Availability. Roblox may, in its sole discretion, suspend availability of or delete any UGC or other content on the Services at any time and for any period of time, including in perpetuity, without notice if such UGC or other content violates any laws or intellectual property rights or principles or any guidelines or policies associated with the Services or if Roblox determines in its sole discretion that such UGC does or may cause harm to Users, the Services, or to Roblox’s reputation. Roblox is and shall be under no obligation of any kind to Creator for suspending any UGC in accordance with this Section.

vi. Limitations on Use of UGC. Notwithstanding Creator’s ownership of UGC (other than Modified Classic Avatars and the right to apply Virtual Content and other UGC to Classic Avatars and Modified Classic Avatars) as set forth above and

without limiting any other limitations set forth herein, Creator shall in no event use Creator's UGC (in any medium or format, including on or off the Services): (a) in a manner that is offensive, defamatory, sexually explicit, or otherwise objectionable (in each case, as determined by Roblox in its sole discretion); (b) in connection with false, defamatory, libelous or slanderous statements concerning Roblox; or (c) in a manner that is intended or reasonably likely to suggest or imply that Creator is affiliated with Roblox or that Roblox endorses Creator or its use of the applicable UGC.

vii. Infringement and DMCA. Roblox fosters creativity and respects the intellectual property rights of others, including Creators. Any copyright owner or an agent of a copyright or trademark owner (including other Creators who are owners or agents of a copyright or trademark owner) who believes that any content on the Services (including UGC) infringes upon its copyrights or trademarks may submit a notification pursuant to the reporting process outlined in Section 6.d. of the User Terms. As referred to throughout the Roblox Terms, Roblox, in appropriate circumstances, may terminate the Accounts of Users (or Creators) who Roblox determines, in its sole discretion, are repeat infringers as contemplated by the DMCA.

## 3 ▼ Groups.

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### a. Definitions.

- i. **Group.** For purposes of the Roblox Terms, a "Group" exists where Creators have joined together and, via a single email address, registered on the Services as a single unit for the purpose of releasing an Experience or other Virtual Content through the Services. For corporate accounts, the company (or other legal entity) named on the account is considered a Group.
- ii. **Owner.** Each Group must select an "Owner," who shall be the individual or entity that controls the email address used to register the Group on the Services, to act on behalf of the Group. The Owner, in its sole discretion, may choose to transfer ownership of the Group at any time to a new owner; provided, however, that only one individual or entity may be the Owner of a Group at a time. If an Owner's account is terminated pursuant to these Creator Terms, the Roblox Terms, or other applicable Additional Terms, Roblox may, in its sole discretion, designate another Owner of the Group; provided, however, that nothing will obligate Roblox to do so if Roblox, in its sole discretion, determines to terminate a Group.
- b. **Rights and Authority.** By participating in a Group, each Creator grants the Owner (as such Owner may change over time) the sole and exclusive authority to act on their behalf to (i) authorize Roblox's use of any UGC created by the Group as set forth in these Creator Terms or pursuant to any other agreement entered into between the Owner and Roblox; and (ii) receive payment for any activities undertaken or UGC sold by the Group on or through the Services. Group members hereby waive any claims they may have against Roblox for any payments made to an Owner by Roblox on behalf of the Group, and Group members agree to seek recovery of any such payments solely from the Group Owner. The authority granted to a Group's Owner may be modified by separate agreement amongst Group members. Except as may be provided at law, any duty of accounting between a Group Owner and Group members will arise solely pursuant to a written agreement among the Group, and Roblox will not be bound by any such agreement.

## 4 ▼ Roblox Creator Economics.

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### a. Robux.

- i. License to Robux. Creator's license to use Robux in connection with the Services is set forth in Section 3 of the User Terms.
- ii. Earning Robux. Roblox allows Creators to earn Robux ("Earned Robux") by selling or monetizing certain UGC (including Virtual Content and access to Experiences) they create on the Services. Earned Robux only include Robux you have earned in complete compliance with the Roblox Terms of Use, which include the Roblox Community Standards, through the Services from the direct sale or other monetization (e.g., EBP) of Virtual Content or other UGC that you create (either

alone or with a Group) on the Services or Robux awarded by Roblox in designated promotional campaigns. This includes, but is not limited to, Robux earned from:

1. Earnings from your listings in Marketplace or Creator Store,
2. Engagement Based Payouts,
3. In-experience purchases of virtual products,
4. Ad revenue in the Publisher program, and
5. Affiliate sales fees

Robux acquired in ways other than monetization of compliant Virtual Content you created (such as Robux obtained from a membership plan or referral bonus, a purchase of Robux or gift card, or trading/selling virtual goods that you did not create) are not considered Earned Robux. This includes, but is not limited to, Robux obtained from:

1. A gift card redemption or direct Robux purchase
2. A monthly Robux grant as part of Premium membership
3. Trading or resale of virtual products
4. Gamepasses sold for template experiences with no legitimate user visits
5. Violative content that was moderated

The determination of whether Robux are Earned Robux resides solely in Roblox's discretion.

For more information on monetizing UGC, please read the Developer Guides [here](#).

b. **Selling UGC.** Roblox allows Creators to sell (i) access to Experiences; (ii) Virtual Content and (iii) other UGC they create on the Services, subject to the following:

- i. **Robux Allocation Roles:** There are three roles involved in the sale of all UGC (except 2D Virtual Items (also known as "Classic Clothing")) on the Services. Each role may be entitled to a share of the Robux generated from an applicable sale ("Robux Allocation"):
  - **Creator:** The Creator is the User or Group that created the UGC being sold.
  - **Seller/Distributor:** The Distributor is (i) the Creator (if the item is sold in an Experience the Creator also created); (ii) another Creator on the Services (if the item is sold in an Experience the Creator did not create); or (iii) Roblox (if the item is sold in Marketplace).
  - **Platform:** The Platform is always Roblox.

The above Robux Allocation does not apply to the sale of Classic Clothing, which consists of pants, shirts, and T-shirts. For any Classic Clothing sold in Marketplace, the Robux Allocation is split between the Creator and the Platform.

- ii. **Changes to Robux Allocation.** Roblox may, at any time upon notice to Creator (via any reasonable means), (a) change the Robux Allocation and/or (b) introduce features allowing certain elements of the Robux Allocation to be customized by those involved in a given sale.
- iii. **Creator Responsibility for Sales on Services.** Creator acknowledges that Roblox may on Creator's behalf, display and host Experiences, Virtual Content, or other UGC created by Creator to be enjoyed by other Users on the Services. When a Creator receives Robux in connection with the sale of UGC to a User through the Services, the transaction is between the Creator and the User; Roblox only facilitates by providing the Services. If, in connection with a Dispute, Roblox returns Robux or real money to a User (or another Creator) for any UGC for which a Creator received Robux, Roblox reserves the right to deduct or withhold an equivalent amount of Robux from such Creator.
- iv. **Random Virtual Items.** Depending on User location, Creator may choose to provide Experiences that permit Users to acquire "random" Virtual Items (either with Robux or otherwise) (each, a "Random Virtual Item"). If a Creator provides the opportunity for a User to receive a Random Virtual Item, Creator must let Users know all odds of acquiring each type of Random Virtual Item available before a User engages in the transaction to acquire a Random Virtual Item. By way of example only, if a Creator's Experience allows a User to acquire a virtual marble that the User can then throw into a fountain to receive a Random Virtual Item, the Creator must disclose the odds of the User receiving each type of Random Virtual Item before the User throws the marble into the fountain.

- c. **Developer Exchange Program.** Roblox allows certain Creators who satisfy specific criteria and accept the terms and conditions set forth in the DevEx Program published [here](#) (“DevEx Terms”) to participate in the Developer Exchange Program (“DevEx Program”). While any Creator can use the Services to learn to code, create experiences or items to enjoy with their friends, and even earn some Robux, only successful Creators will be able to meet the high requirements (described in the DevEx Terms) to earn money through DevEx. Reaching this level of success typically requires a lot of time, effort, skill, and strategy. Even then, there is no guarantee of earning money. Subject to certain requirements, policies and limitations that Roblox establishes in its sole discretion, Creators participating in the DevEx Program may exchange Earned Robux for a payment of real money in an amount determined by Roblox, in its sole discretion (the exchange rate and the general requirements, policies, and limitations of the [DevEx Terms](#)).
- d. **EBP or Premium Payouts.** EBP or Premium Payouts is a program by which certain eligible Creators can generate additional Earned Robux based on how engaging their Experience is. The EBP or Premium Payouts program may be modified or terminated by Roblox at any time, in its sole discretion, and with no obligation to any Creators because of such termination or modification. More detailed information on the EBP Program may be found [here](#).
- e. **Disclaimer.** Developing Experiences or UGC that Users will enjoy or spend time in is difficult and can take a lot of time. Roblox makes no promises that a Creator's Experience or UGC will be successful in developing a large audience or that the time, effort, and expense that a Creator spends developing, advertising, or operating an Experience will be financially successful.

## 5 ▼ Music on Roblox.

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- a. **Licensed Music.** Roblox may choose to make sound recordings and the musical works contained therein as well as sound effects (“Licensed Music”) available for Creator to use in Creator’s Experiences or other UGC. Creator’s use of the Licensed Music is subject to the following:
- License.** Roblox grants Creator (i) a non-exclusive, personal, limited, revocable, non-transferable license only to synchronize Licensed Music into an Experience or other UGC (“UGC With Licensed Music”), solely by and through the Services and only during the period when Roblox makes such Licensed Music available; and (ii) the right to play, listen, and interact with UGC With Licensed Music, but only on the Services and only during the period when Roblox makes such Licensed Music available. Creator is not required to provide attribution for Licensed Music used by Creator in any Experience or other UGC, but Creator may do so at Creator’s discretion. For example, if Roblox identifies the owner of Licensed Music as APM Music, Creator can message that the Licensed Music is provided “Courtesy of APM Music.”
  - Revocation (Loss) of License.** As Licensed Music is licensed by Roblox from third parties, Creator’s rights to use Licensed Music is revocable at any time and for any or no reason, in Roblox’s sole discretion, without any liability to Creator. If Roblox revokes Creator’s right to use Licensed Music (for any reason), Creator agrees to immediately (a) remove such Licensed Music from Creator’s Experience or other UGC and (b) cease all use of such Licensed Music on the Services. Roblox will try to provide Creator with advance notice before revoking any usage rights to Licensed Music, but Roblox reserves the right to do so with no advance notice. Roblox further reserves the right to remove any Experience or other UGC With Licensed Music from the Services at any time, in its sole discretion, and without any liability to Creator. Additionally, Roblox can revoke Creator’s rights to all or part of the Licensed Music (with or without notice) without any liability to Creator, (w) if Roblox determines that Creator’s use of such Licensed Music may violate any Roblox Terms, guidelines, or policies; (x) if Roblox otherwise determines that such Licensed Music may harm the Services or Roblox’s reputation; (y) if Roblox is required to remove such Licensed Music use from the Services by the copyright owner or administrator thereof, or (z) if the Licensed Music is no longer available for distribution on the Service.
  - 250 Track Limit.** Notwithstanding the foregoing, Creator may not use Licensed Music to create a streaming service or music library within an Experience or other UGC, nor may Creator charge Users to listen to a specific track of the Licensed Music. Creator has the right to place, play, and have played up to 250 distinct tracks of Licensed Music at any one time in a single Experience or other UGC With Licensed Music. Creator can replace existing tracks of Licensed Music in an

Experience or other UGC with new tracks at any time, provided that at any one time there are no more than 250 tracks in such Experience or UGC With Licensed Music.

- iv. Synchronization of the Licensed Music. Creator may synchronize the Licensed Music into an Experience. Without limiting the foregoing, Creator may use a portion of a track of Licensed Music or sample portions of Licensed Music.
  - v. Use on the Services. Creator may only use Licensed Music on the Services. Creator agrees that it will not export, extract, download, or provide a way for anyone else to export, extract, or download the Licensed Music for use anywhere outside of the Services.
- b. **Music Written/Owned by Creator.** The following applies to musical works written or otherwise owned by a Creator (and/or others with whom Creator has collaborated on such musical work) (“**Musical Works**”) that a Creator Publishes (or attempts to Publish) for use on the Services.
- i. Creator as Sole Composer. If Creator is a sole composer and/or writer of a Musical Work that Creator Publishes on the Services and Creator is affiliated with a performing rights organization (“**PRO**”) that represents the Musical Work, then Creator must notify Creator’s PRO in writing of the royalty-free license that Creator grants to Roblox through these Creator Terms. Creator is responsible for complying with Creator’s PRO’s reporting obligations.
  - ii. Creator as Non-Sole Composer. If Creator is not the sole composer and/or writer of a Musical Work that Creator Publishes on the Services, and Creator (and/or co-composers or co-writers) is affiliated with PRO that represents the Musical Work, Creator is responsible for ensuring that all co-composers and/or co-writers also notify their respective PROs in writing and Creator must have written proof of co-composers’ and/or co-writers’ approval to Publish and use the Musical Work on the Services.
  - iii. Assignment to Music Publisher. If Creator has assigned Creator’s rights in/to a Musical Work to a music publisher, then Creator must obtain that music publisher’s written consent or cooperation to grant the royalty-free licenses outlined in these Creator Terms.
  - iv. Record Label. If Creator is a recording artist under contract with a record label, then Creator is responsible for making sure that Creator’s use of the Services complies with the obligations that Creator has to Creator’s record label. Remember, just because Creator wrote a Musical Work or performed a sound recording does not mean Creator has the right to let Roblox use it.
  - v. Sound Recordings. If Creator owns the rights in and to a sound recording but is not authorized to license the sound recording or the underlying Musical Work(s) embodied in those sound recordings, then Creator must not upload or otherwise make those sound recordings available on the Services.
  - vi. Representations & Warranties. If Creator uploads, synchronizes, or otherwise uses a sound recording and/or Musical Work, Creator represents and warrants that (a) Creator possesses all necessary rights needed to upload, synchronize, and otherwise use the sound recording(s) and/or the Musical Work(s) on the Services; (b) Creator fully owns and administers the worldwide rights in/to the sound recording(s) and/or the Musical Work(s) uploaded on the Services; and (c) that such sound recording(s) and/or Musical Work(s) are completely original and that the Publishing, upload, distribution, and use of such sound recording(s) and/or Musical Work(s) on the Services will not infringe upon the rights of any third party, including but not limited to trademark, copyright, or any other intellectual property rights (including, without limitation, a PRO, a record label, a music publisher, or a union or guild).
  - vii. Clearances; Payments. Creator is solely responsible for any necessary clearances and payments of any nature that may arise in connection with the use and synchronization of their original sound recording(s) and/or Musical Work(s) on the Services, including, without limitation, any and all distribution rights, mechanical rights, public performance rights, synchronization rights, and/or any other rights that may be claimed by a third party. Creator is also solely responsible for any union new use or re-use fees pursuant to the rules and regulations of any applicable union and/or guild agreements in connection with the Publishing, upload, distribution, synchronization, and other use of the sound recording(s) and/or Musical Works(s) on the Services.

## 6

### ▼ Restrictions on Use.

In addition to any other restrictions set forth in the User Terms (including in Section 8.b. of the User Terms) or any Roblox Terms, Creator will not take any action in violation of these Creator Terms, including as set forth in this Section.

Creators may create Experience Rules. Experience Rules are optional and enacted and enforced at the discretion of the Experience's Creator. Experience Rules may augment but may never conflict with [Roblox Terms of Use](#), [Roblox Community Standards](#), or any other Roblox Terms. Experience Rules (and any consequences for violating them) must be clearly and conspicuously posted within an Experience. See [here](#) for additional information about Experience Rules.

If we find an Experience in which a significant portion of Users are egregiously violating the Roblox Terms, Roblox reserves the right, in its sole discretion, to moderate the Experience if the Creator does not take reasonable actions to limit the violative behavior. If Roblox determines, in its sole discretion, that a Creator has violated the Roblox Terms in their application and/or administration of their Experience Rules, Roblox reserves the right, in its sole discretion, to moderate the Creator.

Roblox wants all Creators to develop their own ideas. Unless Creator has express written permission or a written license from the content creator to do so, Creator must not copy or make any modification to someone else's item, content, or UGC and Publish it as Creator's own content. Roblox reserves the right to take any action against Creator for any improper copying of content, including the suspension or termination of a Creator's Account.

## 7 ▼ Disputes.

- a. **Between Creators and Roblox.** Disputes between Creators and Roblox shall be handled according to Section 11 of the User Terms.
- b. **Between Creators and Users or Between Creators.**
  - i. Issues with UGC. Creators are responsible for handling all issues, including User complaints, relating to their Experiences (including violations of Experience Rules), Virtual Content, and other UGC Published on the Services in a quick and professional manner.
  - ii. Return of Robux. If a Creator has acquired Earned Robux in connection with an Experience, Virtual Content, or other UGC, and, pursuant to a User complaint regarding that Experience Virtual Content, or other UGC, Roblox returns Robux to a User, Roblox has the right to deduct or withhold an equivalent amount of Earned Robux from such Creator.
  - iii. Disputes With Creators or Users. If a Creator has a dispute with another Creator or a User, prior to commencing any litigation, Creator must first engage in a mediation with a recognized mediator or mediation service to try and amicably resolve the dispute. Such mediation requirement does not apply to disputes related to intellectual property takedown reports submitted under Section 6 of the User Terms. Roblox reserves the right, in its sole discretion, to resolve any dispute between Creators or between Creators and Users. Such resolution may result in suspension of Creator's Account and/or any other action permitted by law, including but not limited to the recovery of civil or criminal penalties.
  - iv. Escalation to Roblox. Notwithstanding the terms set forth in this Section, Users can escalate to Roblox disputes with Creators, as further described in Section 10.c. of the User Terms. If Roblox chooses to act in any dispute between a User and Creator (or between Creators), User and Creator each agree that (i) Roblox's decision (which may include deducting Robux from the Creator and crediting Robux to the User) shall be final, and (ii) each will accept the final decision. Creator further agrees to work with Roblox in a timely manner to resolve all such issues, and acknowledges that failure to do so shall be a violation of these Creator Terms.

## 8 ▼ Representations & Warranties.

Creator is responsible for Creator's UGC, and represents and warrants that: (a) Creator is the creator and owner of, or has the necessary rights and permissions to grant Roblox the rights and license in Section 2.b.ii; (b) Creator's UGC and the use of Creator's UGC as described in these Creator Terms does not and will not: (i) infringe, violate, or misappropriate any third-party

right; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; (iii) require Roblox to get licenses from, pay compensation, or provide attribution to any third parties; (iv) result in a breach of contract between Creator and a third party; or (v) cause Roblox to violate any law or regulation; and (c) Creator will comply with all applicable laws, rules, and regulations and the Roblox Terms (including without limitation these Creator Terms) in Creator's use of the Services.

## 9 ▼ Indemnification.

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Creator agrees to be responsible for Creator's use of the Services and to defend and indemnify Roblox and the Affiliated Parties from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) Creator's access to, use of, or alleged use of the Services; (b) Creator's violation of (i) any part of the Roblox Terms, including these Creator Terms, (ii) any representation, warranty, or agreement referenced in these Creator Terms, or (iii) any applicable law or regulation; (c) Creator's violation of any third-party right, including any intellectual property, publicity, privacy, or property right, or confidentiality obligation; or (d) any Dispute or issue between Creator and any third party. Roblox reserves the right, at Roblox's own cost, to take on the exclusive defense and control of any matter subject to indemnification by Creator (without limiting Creator's indemnification obligations with respect to that matter), and in that case, Creator agrees to cooperate with Roblox's defense of that claim.

## 10 ▼ Limitation of Liability.

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IN NO EVENT WILL THE AFFILIATED PARTIES BE LIABLE TO CREATOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ROBLOX HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE AFFILIATED PARTIES TO CREATOR FOR ALL CLAIMS (INCLUDING WARRANTY CLAIMS) OR CAUSES OF ACTION IS LIMITED TO (i) THE TOTAL AMOUNT PAID OR PAYABLE BY Roblox TO CREATOR UNDER THIS AGREEMENT FOR THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, OR (ii) TO THE EXTENT THAT ROBLOX HAS NOT PAID CREATOR ANYTHING IN THE TWELVE-MONTH PERIOD PRECEDING THE TIME WITHIN WHICH CREATOR NOTIFIES ROBLOX OF A CLAIM, \$1000 USD.

## 11 ▼ Privacy.

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a. **Your Data.** Data that you as a Creator provide to Roblox through the Services is subject to the Roblox [Privacy Policy](#), incorporated by reference herein. Additionally, depending on which tools or software you use on the Services to create Experiences or UGC, you may be subject to Additional Terms, including without limitation the Roblox [Biometric Privacy Notice](#) and the Roblox [Facial Animation Privacy Notice](#).

b. **Experience Data.** For each Experience created by a Creator, and subject to the provisions of the Roblox [Privacy Policy](#), Creator and Roblox shall both have the right to use data related to or obtained in connection with that Experience for their respective legitimate business purposes to support the Experience and for business analytics, such as: (i) for the improvement and development of the Experience; (ii) to comply with applicable laws (including law enforcement requests); (iii) to ensure the security of the Experience; and, (iv) to prevent fraud or mitigate risk. Creator agrees that, except as expressly set forth in these Creator Terms, Creator will not use or disclose any User data to any third party.

c. **User Personal Information.** If and to the extent a Creator receives any User personal information ("User PII"), Creator will not use User PII (i) to provide services to any third party; (ii) to build, help build, track or supplement any segments,

profiles, or similar records on any individual User, device, or browser across the Services or any third party websites or platforms; (iii) to associate the behavior of any individual device or browser with any segment, profile, or similar record, or supplement any such record based on data of Users; (iv) to associate any data of Users with any other personal information of the User; or (v) for any unauthorized purpose in violation of any applicable law, including applicable privacy laws, or for any unauthorized purpose. Additionally, Creator shall be prohibited from selling, disclosing, sharing, renting, leasing, syndicating, modifying, reverse engineering, decompiling, lending, or otherwise altering any User PII.

d. **California Consumer Privacy Act.** Creator shall not knowingly sell any “**personal information**” (as that term is defined by the California Consumer Privacy Act of 2018, as amended) belonging to a User, and both Roblox and Creator have taken and will continue to take all reasonable measures to protect such personal information under their control or in their possession from unauthorized access by third parties.

## 12 ▼ Miscellaneous.

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- a. **Experience Guidelines.** The Services display an age guideline and certain other descriptors about an Experience, as described in the [Experience Guidelines](#), which are incorporated herein by reference. Creator represents and warrants that it will provide accurate, complete, and up-to-date information in any Experience Questionnaire it submits to Roblox. Roblox reserves the right to modify age guidelines and descriptors from time to time in its sole discretion. Roblox does not warrant the accuracy of the guidelines or descriptors. Creator acknowledges and agrees that Roblox is not responsible for the accuracy, completeness, validity, or quality of any age guidelines or descriptors. Creator further acknowledges that it is not entitled to any particular rating. Nothing herein, or in the [Experience Guidelines](#), is intended to control or dictate the content of Creator’s Experience, for which Creator is solely responsible.
- b. **As Is.** The Services are provided “AS IS” and Section 13 of the User Terms is incorporated herein by reference.
- c. **Survival.** Any part of these Creator Terms which by their nature should survive termination, will survive, including Sections 2b, 6, 7, 8, 9, 10, 11, and 12a.

## ▼ Appendix A (China)

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### 1 ▼ PURCHASE OF CHINA UGC

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1. **China UGC.** From time to time, content (including Experiences, Virtual Items and In-Experience Items) created by creators (“China Creators”) that use Luobu Studio in the People’s Republic of China (excluding, for the purposes of these Roblox Terms, the Hong Kong and Macau Special Administrative Regions and Taiwan, “PRC”) may be available for purchase by User on the Services (“China UGC”). Such China UGC will be specifically identified on the Platform. China UGC is published on the Platform and Services by Roblox rather than the China Creators themselves. As a result, when User purchases or acquires China UGC, some aspects are different from when User purchases other UGC. Additionally, although Roblox shall be deemed to be the “Creator” in respect of all China UGC (and Roblox provides the Virtual Items), Roblox has made special contractual arrangements such that if User has any problems or concerns regarding the purchase of any China UGC, User should first contact the applicable China Creator to attempt in good faith to resolve the issue. If User is not able to resolve any such complaints or issues with the China Creator, then User may escalate to Roblox Support. User agrees that if Roblox takes action to resolve any complaints or issues that Roblox’s decision is final and User agrees to abide by that decision.

### 2 ▼ CREATOR UGC ON THE LUOBULESI GAME

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1. **Option to distribute Creator's China UGC on the Luobulesi Game.** From time to time, Creator may be given the opportunity to make Creator's Experiences and Virtual Content available to players ("China Players") of the version of the Platform and Services published and operated in the PRC ("Luobulesi Game") by Shenzhen Tencent Computer Systems Company Limited (the "China Publisher"). Publishing Creator's Experiences and Virtual Content on the Luobulesi Game will be completely at Creator's option, and Creator has no obligation to do so. Experiences and Virtual Content that Creator chooses to make available to China Players ("Creator's China UGC") will be subject to review in accordance with the Review of Creator's China UGC subsection below. To the extent made available in the Luobulesi Game, Creator's China UGC will be deemed published by the China Publisher. If a China Player purchases Creator's China UGC, Creator may be eligible to earn Robux from Roblox in accordance with the Earning Robux for Creator's China UGC subsection below. However, the purchase of Creator's China UGC by a China Player will not establish any form of contractual relationship between Creator and that China Player. Rather, Creator's China UGC will be sub-licensed to the China Player by the China Publisher. Sections 2(b) and 4 of the Creator Terms shall not apply to Creator's China UGC to the extent that they are inconsistent with the subsections License of Creator's China UGC and Earning Robux for Creator's China UGC.
2. **Requirements for distributing Creator's China UGC on the Luobulesi Game.** In order to make Creator's China UGC available to China Players on the Luobulesi Game, Creator must have registered a real-name verified account with the China Publisher (as required by PRC laws and regulations) and have accepted the Terms of UGC Submission to Luobulesi Game ("China Game UGC Submission Terms").
3. **Submission of Creator's China UGC.** Creator may use the Services to submit Creator's China UGC to the China Publisher for possible inclusion in the Luobulesi Game in accordance with the China Game UGC Submission Terms. All submissions of Creator's China UGC for such inclusion are subject to Roblox's, its licensees and the China Publisher's (together, "**Reviewing Entities**") review process, the China UGC Requirements, and policies set out on the forums operated by the Reviewing Entities for Creators.
4. **License of Creator's China UGC.** Creator retains all copyrights that Creator may hold in Creator's China UGC. Creator hereby grants and agrees to grant to Roblox a perpetual, irrevocable, worldwide, non-exclusive, royalty-free transferable license, with a power to sub-license through multiple levels to any person or entity (including, but not limited to, to the China Publisher), in respect of Creator's China UGC, in whole or in part to:
- License of Creator's China UGC.** Creator retains all copyrights that Creator may hold in Creator's China UGC. Creator hereby grants and agrees to grant to Roblox a perpetual, irrevocable, worldwide, non-exclusive, royalty-free transferable license, with a power to sub-license through multiple levels to any person or entity (including, but not limited to, to the China Publisher), in respect of Creator's China UGC, in whole or in part to:
  - use Creator's China UGC and associated username to publicize or market the Services or Luobulesi Game, any UGC, and tangible items related to the Services or Luobulesi Game in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of the Services or Roblox or the Luobulesi Game, even if Creator has exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws. Roblox's right to market and advertise the Services or Roblox using Creator's China UGC will not include using Creator's China UGC in marketing and advertising that is focused solely on promoting Creator's China UGC (as reasonably determined by Roblox ) as part of the Services without Creator's approval, but Roblox can generally reference, as determined by Roblox, Creator's China UGC with other UGC or material (and without Creator's approval) to promote, market or advertise the Services, the Luobulesi Game or Roblox. Roblox may also use Creator's China UGC for non-commercial and educational uses to promote the Services or the Luobulesi Game (and Roblox will reasonably determine whether a use is non-commercial or educational).
5. **Through-to-the Audience Rights.** All of the rights Creator grants in these Roblox Terms are provided on a through-to-the-audience basis, meaning that Roblox, its licensees, the China Publisher, and owners or operators of third party services will not have any separate liability to Creator or any other third party for UGC that Creator makes available on such third party services via the Service or the Luobulesi Game.
6. **UGC Requirements.** In addition to Creator's compliance with these Roblox Terms, including, without limitation, Sections 5 and 8 of the Creator Terms, each item of Creator's China UGC that Creator submits must comply with PRC laws and regulations and the China UGC Submission Checklist document (the "China UGC Requirements").

7. **Review of Creator's China UGC.** Any Reviewing Entity may review, filter and modify UGC as it sees fit before the China Publisher determines whether to distribute Creator's China UGC to any China Player for publication on the Luobulesi Game in its sole discretion. The Reviewing Entity's review and the China Publisher's determination with regard to publication shall be final.
8. **No obligation to distribute Creator's China UGC.** For the avoidance of doubt, neither Roblox nor its licensees have any obligation to permit distribution by China Publisher of any of Creator's China UGC on the Luobulesi Game, and the China Publisher has no obligation to publish any of Creator's China UGC on the Luobulesi Game.
9. **Re-filtering of Creator's China UGC.** In the event of any change in applicable laws, regulations, China UGC Requirements, rules, policies, or for any other reason, the Reviewing Entities shall have the absolute discretion to (a) modify or filter published Creator's China UGC on the Luobulesi Game; and/or (b) suspend or terminate the distribution and publication of any of Creator's China UGC on the Luobulesi Game, in whole or in part, at any time. Any Reviewing Entity may contact Creator in connection with any action taken in accordance with this Section, and Creator may be given an opportunity to remedy or amend Creator's China UGC and to resubmit it for publication.
10. **Earning Robux for Creator's China UGC.** Creator may earn Robux from Roblox in connection with the purchase of Creator's China UGC by China Players on the Luobulesi Game. These Robux shall be calculated in accordance with the DevEx Terms.
11. **Group China UGC.** The Owner of a Group also has authority to elect whether or not to accept the opportunity to make UGC created by the Group available on the Luobulesi Game for purchase by China Players in accordance with these Roblox Terms, and Section 3 of the Creator Terms shall continue to apply. For avoidance of doubt, Robux earned by Group UGC shall be generated in accordance with the DevEx Terms.

## ▼ Appendix B (Japan)

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### 1 ▼ Assignment and Assumption

Effective as of March 31, 2021 (the "Effective Date"), all of the rights, duties, interests, claims, and obligations of Roblox Corporation as an issuer of Robux (whether arising prior to or after the Effective Date) in connection with users in Japan are agreed to be transferred and assigned to, and assumed by, Roblox Godo Kaisha ("Roblox Japan"). By using the Services, User consents and approves the said transfer and assignment. On or after the Effective Date, Roblox Japan should be deemed as the issuer of Robux to Users in Japan.

### 2 ▼ Characteristics of Robux

In Japan, Robux can only be used for purchasing the Services which Roblox provides on the Platform. In relation to any of the Virtual Items, Experiences, and other things created by Creators (each, a "Creator Item"), User may use Robux to purchase Roblox services to make a Creator Item available on the Platform, provided that the Creator will be solely responsible for the Creator Item. The Roblox Terms, including, but not limited to, Section 4b of the Creator Terms, shall be interpreted to reflect the aforesaid principle.

### 3 ▼ "Earned" Robux and DevEx Program

If a Creator is allowed to participate in the DevEx Program and earn Robux under the DevEx Program, then the Creator may exchange Earned Robux for real currency as provided in Section 4c of the Creator Terms. It should be noted that Earned Robux

are different from Robux as issued by Roblox Japan in terms of the fact that Section 4c of the Creator Terms only apply to Earned Robux.

#### 4 ▼ Receiving Payments through the Services

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Notwithstanding anything to the contrary as provided in the Roblox Terms, including, but not limited to, Sections 4a and 4b of the Creator Terms, payments by the User for a Creator Item shall be made to Roblox in consideration of Roblox's services to make the Creator Item available to the User on the Platform, provided that the Creator assumes any and all responsibilities for the Creator Item, as though Roblox is acting solely as a facilitator by providing the Creator and the User with the Services. Roblox will make payments to the Creator, in accordance with Section 4 of the Creator Terms and any "share of the Robux" allocated to Roblox shall be interpreted to constitute Roblox's commission from those payments for providing the Services, certain aspects of customer service, moderation, and other services.

#### 5 ▼ Jurisdiction

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If you are an individual (excluding one who accepts the Roblox Terms as a business or for business purposes), Section 12b of the User Terms will not apply insofar as it is considered to prejudice your interests unilaterally in violation of Article 10 of the Consumer Contract Act.

#### 6 ▼ Limitation of Liability

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If you are an individual (excluding one who accepts the Roblox Terms as a business or for business purposes), the phrase "to the maximum extent permitted by applicable law" as provided in Section 13b, 13c and Section 14 of the User Terms shall be interpreted to mean "unless we are held liable due to our intentional act or gross negligence."

#### 7 ▼ Priority

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If there is any inconsistency or conflict between the Roblox Terms and the supplemental provisions, the supplemental provisions shall prevail.

#### 8 ▼ Pricing and Tax

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When you purchase Robux and Roblox Premium Memberships on [Roblox.com](https://Roblox.com), Roblox Japan is the merchant of record. The price payable is the price indicated at the time of purchase, and includes applicable Japanese Consumption Tax that Roblox Japan assesses on your purchase, unless otherwise indicated at the time of purchase.

## ▼ Appendix C (EUROPEAN UNION/EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM)

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## 1 ▼ Priority

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If there is any inconsistency or conflict between the Roblox Terms and the supplemental provisions, the supplemental provisions shall prevail.

## 2 ▼ Legal Agreement

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- A. Notwithstanding anything to the contrary in the Roblox Terms, User's agreement to the Roblox Terms is signified by registering on the Platform.
- B. User can register to the Platform by providing their date of birth, choosing a user name and a password and clicking on "Sign Up." User can modify registration information via Account Settings at any time. User can access and download the Roblox Terms [here](#).
- C. Unless otherwise agreed upon, User can terminate the agreements concluded with Roblox regarding the use of the Services any time. The effective date of the termination depends on the selected Services.

## 3 ▼ Purchase of Robux and virtual items

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User may have the ability to purchase Virtual Content in the Services using Robux. User can purchase Robux against the displayed price within the Services. When User selects one of the available amounts of Robux, User will be asked to complete the purchase within User's Account and to select one of the available payment methods. Currently, Roblox offers payment via debit / credit card, PayPal, gift cards (for Roblox's browser app), Google Play, iTunes, Amazon (for Roblox' mobile apps), as well as in-app purchases for Roblox's Xbox One app. In Roblox's reasonable discretion, Roblox may amend the available payment methods from time to time. The purchase contract will be concluded at the moment where User clicks on the "Pay Now" button (or other similarly designated purchase button) and the transaction is successfully completed. As a deviation from the Roblox Terms, in particular from Section 4 (a) of the User Terms and Section 4 of the Creator Terms, there will be a contractual relationship between Creators and Roblox. There will not be a direct contractual relation between Creators and Users. If you acquire Virtual Content and other things against payment of Robux, such acquisitions shall always be concluded between you and Roblox, and Creators shall always act on behalf of Roblox.

## 4 ▼ Absolute right in Robux

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As a deviation from Section 3(e) of the User Terms, and except in connection with User's violation of a Roblox guideline or policy or User's breach of any of the Roblox Terms, Roblox may exercise Roblox' absolute right in Robux in Roblox's reasonable discretion only with effect for the future (i.e. no effect on Robux User already validly holds) and without effect to any notice, refund, compensation or liability Roblox may have to User under this Appendix C or binding applicable law. The remaining provisions of Section 3(e) of the User Terms shall remain unaffected.

## 5 ▼ DevEx

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As a deviation from Section 4(c) of the Creator Terms, User may redeem Earned Robux for real currency based upon an exchange rate determined by Roblox and as potentially amended from time to time based upon requirements, procedures, and limitations established by Roblox in Roblox's reasonable discretion with effect for the future (e.g. to compensate for inflationary fluctuations). The current exchange rate and the general requirements, policies, and limitations of the DevEx Program are published [here](#).

## 6 ▼ User's statutory rights and refundability of payments

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- A. If the Services do not function properly or are not as described or not in conformity with User's agreement with Roblox, you may have additional statutory rights and remedies.
- B. Nothing in the Roblox Terms shall limit any statutory rights to refunds Users may have under applicable law.

## 7 ▼ Limitation of liability

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Sections 13(b)-(c) and 14 of the User Terms and Section 10 of the Creator Terms do not apply. In addition, the limitations of liability as set out in 2(g), 3(c) and (e), 4(d), 6(b), 9(b)-(c), 13(a) of the User Terms and 5(a)(ii) of the Creator Terms shall not apply. Instead, Roblox shall be liable for damages exclusively according to this clause.

- A. Roblox's liability is unlimited for damages arising out of death, injury to body or health based on a breach conducted by a legal representative or designated agent of Roblox, as well as for damages that arise from the lack of a guaranteed characteristic or in case of fraudulent intent.
- B. Roblox's liability is unlimited for damages caused by Roblox, a legal representative of Roblox, or designated agent of Roblox by intent or gross negligence.
- C. In case of a slight negligent breach of a contractual core duty Roblox shall, except in the cases set out in this Section 7A, B and D of this Appendix C, only be liable to the amount of the typically foreseeable damage. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on.
- D. Liability pursuant to mandatory applicable law remains unaffected.
- E. The limitation period for claims for damages shall be one (1) year, except in case of Section 7A, B and D of this Appendix C where the statutory statute of limitations shall apply.

## 8 ▼ Governing Law, Jurisdiction and Venue

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- A. As a deviation from Section 12 of the User Terms, to the extent that the mandatory law of User's place of residence is more favorable than California law, the law of User's place of residence shall apply.
- B. To the extent that an agreement between Roblox and the User is considered a consumer contract in the meaning of Art. 17 Regulation EU 1215/2012, the choice of jurisdiction and venue pursuant to Section 12 of the User Terms shall not apply.

## 9 ▼ Resolution / Arbitration of Disputes

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- A. If User is a consumer (i.e. an individual who, in contracting with Roblox, is acting for purposes which are outside User's trade, business, craft or profession), Section 11(b) and (c) of the User Terms shall not apply and Section 10 and 11(a) of the User Terms and 7(b) of the Creator Terms shall not exclude or limit any party's recourse to the courts.

B. Roblox is neither required nor willing to participate in any alternative dispute resolution schemes with a consumer arbitration panel. Rather, Roblox strives to resolve any conflicts as set out in Section 10 of the User Terms. However, please note that the European Commission has set up an Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> that provides information about alternative dispute resolution in the European Union that may be of interest. This section is without prejudice to the right, where applicable, of EU users to engage certified out-of-court dispute settlement bodies in accordance with Article 21 of the Digital Services Act. For more information, please see <https://en.help.roblox.com/hc/en-us/articles/13061336948244-EU-Digital-Services-Act>.

## 10 ▼ Notice to California Residents

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Section 16 of the User Terms does not apply.

## 11 ▼ Survival

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In addition to the Sections listed in Section 17(b) of the Roblox Terms Section 7 of this Appendix C shall survive termination.

## 12 ▼ Consent to Electronic Communications

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Section 17(f) of the User Terms does not apply. If Roblox has received User's email address in the context of the sale of a product or a service, Roblox may use it for direct marketing of Roblox's own similar products or services provided that Roblox has clearly and distinctly given User the opportunity to object, free of charge and in an easy manner, to such use of User's email address upon their collection and on the occasion of each message in case User has not initially refused such use.

## 13 ▼ Right of withdrawal

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If User is a consumer (i.e. an individual who, in contracting with Roblox, is acting for purposes which are outside User's trade, business, craft or profession), User may revoke all concluded contracts under the following conditions

A. Information concerning the exercise of the right of withdrawal

1. **Right of withdrawal.** Subject to Section 13D, below, User has the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of this contract. To exercise the right of withdrawal, User must inform Roblox (Roblox Corporation, Customer Support, 970 Park Place, Suite 100, San Mateo, CA 94403, or (888) 858-2569) of User's decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post). User may use the below-referenced model withdrawal form, but it is not obligatory. You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website through our [Customer Support Form](#). If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by letter) without delay.

To meet the withdrawal deadline, it is sufficient for User to send User's communication concerning User's exercise of the right of withdrawal before the withdrawal period has expired.

2. **Effects of withdrawal.** If User withdraws from this contract, Roblox shall reimburse to User all payments received from User, including the costs of delivery (with the exception of the supplementary costs resulting from User's choice of a type of delivery other than the least expensive type of standard delivery offered by Roblox), without undue delay and in any

event not later than 14 days from the day on which Roblox is informed about User's decision to withdraw from this contract. Roblox will carry out such reimbursement using the same means of payment as User used for the initial transaction, unless User has expressly agreed otherwise; in any event, User will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated with us your withdrawal from this contract, in comparison with the full coverage of the contract.

#### B. Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To Roblox Corporation, Customer Support, 970 Park Place, Suite 100, San Mateo, CA 94403.

- I/We(\*) hereby give notice that I/We(\*) withdraw from my/our(\*) contract of sale of the following goods (\*)/for the provision of the following service(\*),
- Ordered on(\*)/received on(\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date

—  
(\*) Delete as appropriate.

**C. Exceptions from the right of withdrawal.** The right to withdrawal may not exist in respect of distance or off-premise contracts for the supply of goods made to User's specifications or clearly personalized.

**D. Expiry of the right of withdrawal.** Please note that the right of withdrawal expires, in the cases of:

1. service contracts after the service has been fully performed but, if the contract places the User under an obligation to pay, only if the performance has begun with User's prior express consent and acknowledgement that User will lose their right of withdrawal once the contract has been fully performed by Roblox.
2. contracts for the supply of digital content which is not supplied on a tangible medium if the performance has begun and, if the contract places User under an obligation to pay, where, (i) User has provided prior express consent to begin the performance during the right of withdrawal period; (ii) User has provided acknowledgement that User thereby loses User's right of withdrawal; and (iii) Roblox has provided User with confirmation of the contract, which also states User's consent to Roblox commencing performance of the contract before the expiry of the withdrawal period and confirmation of acknowledgement about the expiry of the right of withdrawal.

## 14 ▼ Copyright

Nothing in the Roblox Terms especially as regards Section 2(b) of the Creator Terms shall affect mandatory rights to remuneration for the use of copyrightable material .

Roblox reserves the right to text and data mining of the Platform and the Services and any kind of other provided content.

## 15 ▼ Compatible Devices

The User can find information about the compatible devices available to use the Services [here](#).

## 16 ▼ EU Dissemination of Terrorist Content Online Regulation

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Roblox has appointed DP-Dock COR Services GmbH in Germany as representative and point of contact according to Regulation (EU) 2021/784 of the European Parliament and of the Council of 29 April 2021 on addressing the dissemination of terrorist content online (Terrorist Online Content Regulation), which can be contacted [here](#).

## 17 ▼ Repeated Misuse

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In addition to Section 2(g) of the User Terms, Roblox may refuse to process (i) appeals or (ii) illegal content notices submitted by Users or non-Users that repeatedly or egregiously misuse Roblox's appeal system or illegal content notice form. Examples of such misuse include frequently providing unsubstantiated notices or appeals, or abusive use of the appeals or notice system including submitting a high volume of appeals or notices without any information. Such refusals may take into consideration e.g. User's historic use of the appeal system or illegal content notice form and the severity of the misuse. Refusal durations may vary depending on the degree of the violation. Roblox may also suspend or terminate the accounts of Users who repeatedly publish illegal content. Such suspensions and terminations may take into consideration e.g. User's historic content violations and the severity of the misuse. Suspension durations may vary depending on the degree of the violation. Roblox will notify you in advance of a suspension or termination, unless it is not appropriate for us to do so, and if you disagree with such action, you have the opportunity to appeal.

## 18 ▼ Recommendations and Ranking of Virtual Content

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Depending on the Roblox feature (e.g. features like the Marketplace versus Experience Search), Roblox uses different factors in order to provide Users and Creators the most relevant search results and recommendations. The category of factors and relative importance applied to each of them varies depending on the applicable search or recommendation feature. Furthermore, for some features, Roblox provides Users and Creators the option to modify the order of results or recommendations that are presented, which can be found in close proximity to the search or recommendation feature. See [here](#) for more information about how recommendations and ranking work on Roblox.

## 19 ▼ Notification and Appeal

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In addition to Section 2(f) of the User Terms, whenever Roblox restricts access to Virtual Content, Roblox notifies User of such decisions and provides User with an opportunity to appeal. In addition to considering the violation at hand when applying making such decisions, Roblox also considers User's historical use of Roblox and whether User has repeatedly violated Roblox policies. Continued violations of certain policies may result in a stricter consequence (i.e., a warning, followed by a timeout, followed by a suspension, etc.). E.U. Users may appeal such decisions for up to 6 months after Roblox's initial decision. When reviewing an appeal request, Roblox holistically considers the severity of the violation, User's reason for appealing, and User's behavior on the platform. Please note, in some circumstances, appeals may not be readily applicable — for example, a time-lapsed consequence such as a 20-minute timeout where the suspension has already been lifted. Where provided for by local laws, User may have the right to bring a claim for breach of contract against Roblox if Roblox restricts access to your Virtual Content, or suspends or terminates your account, in breach of the Roblox Terms and these supplemental provisions.

## 20 ▼ Residents of France

If after completing the Mandatory Informal Dispute Resolution process described in Section 11.a of the User Terms, a dispute remains, residents of France may refer the matter free of charge to the following mediator: IEAM (Institut d'Expertise, d'Arbitrage et de Médiation), 31bis-33 rue Daru 75008 Paris, <https://www.team.eu/demande-de-mediation>.

## ▼ Appendix D (Vietnam)

The supplemental provisions in this Part A apply to Users and Creators located in Vietnam. If there is any inconsistency or conflict between the Roblox Terms and these supplemental provisions, these supplemental provisions shall prevail.

### A ▼ PART A – USERS IN VIETNAM

1. **Vietnam Player Terms** Users in Vietnam are required to use the Roblox-VNG application and its associated services (“**Roblox Vietnam**”). Roblox Vietnam is published and operated in Vietnam by Minh Phuong Thinh Communication Company Limited (the “**Vietnam Publisher**”) under separate terms and conditions that apply to the use of Roblox Vietnam in place of the Roblox User Terms. In order to ensure the safety of all Users, your activities on Roblox Vietnam must comply with the [Community Standards](#).
2. **Creators In Vietnam** Creators in Vietnam may use Roblox Studio and associated Services to create Experiences and Virtual Content. Roblox Studio and associated Services are provided by Roblox Corporation. If you are a Creator in Vietnam, your use of Roblox Studio and associated Services and any Experiences and Virtual Content that you make available using them is governed by the Roblox [Creator Terms](#) (as amended by Part B of these supplemental provisions with respect to publication on Roblox VNG).

Your use of certain Creator-related Services offered by Roblox will also be subject to additional terms applicable to those Services, such as, but not limited to, the [Developer Exchange Terms of Use](#) and [Creator Store Terms](#).

### B ▼ PART B – PUBLICATION OF CREATOR’S UGC VIA ROBLOX VIETNAM

The supplemental provisions in this Part B apply to the publication and distribution of Creator’s UGC via Roblox Vietnam. They apply to all Creators whether located inside or outside of Vietnam. If there is any inconsistency or conflict between the Roblox Creator Terms and these supplemental provisions, these supplemental provisions shall prevail.

1. **Publication.** In order to comply with local regulations, Roblox Vietnam and associated UGC is published and operated in Vietnam by the Vietnam Publisher. You acknowledge and agree that your Creator’s UGC may be made available to users of Roblox Vietnam (“**Vietnam Users**”) by the Vietnam Publisher as a sub-licensee of Roblox under Section 2(b)ii of the Roblox Creator Terms.
2. **Purchases.** In order to comply with local regulations, Vietnam Players cannot purchase UGC directly from a Creator. Instead they must purchase from the Vietnam Publisher. If a Vietnam Player purchases Creator’s UGC from the Vietnam Publisher, the purchase (whether for Robux or without charge) of Creator’s UGC by a Vietnam Player will not establish any form of contractual relationship between Creator and that Vietnam Player. Rather, Creator’s UGC will be sub-licensed to the Vietnam Player by the Vietnam Publisher. For the purposes of calculating Creator’s eligibility to receive an Earned Robux and the relevant Robux Allocation under Section 4(b) of the Roblox Creator Terms, such a purchase transaction shall be treated in the same way as would apply to a direct sale from Creator to the player outside Vietnam. Sections 2(b) and 4 of

the Roblox Creator Terms are deemed modified accordingly with respect to the publication, distribution or purchase of Creator's UGC under Roblox Vietnam to the extent that they are inconsistent with these supplemental provisions.

3. **License to Use Creator's UGC to Market Roblox Vietnam.** Creator retains all copyrights that Creator may hold in Creator's UGC. Creator hereby grants and agrees to grant to Roblox a perpetual, irrevocable, non-exclusive, royalty-free transferable license, with a power to sub-license through multiple levels to any person or entity (including, but not limited to, to the Vietnam Publisher), to use, in whole or in part, Creator's UGC and associated username in any media or channel of distribution now known or hereafter developed in connection with the publicity and marketing of Roblox Vietnam or the Services, even if Creator has exercised a right to be forgotten under the GDPR or equivalent right under other privacy laws. The right to market and advertise Roblox Vietnam or the Services using Creator's UGC will not include using Creator's UGC in marketing and advertising that is focused solely on promoting Creator's UGC (as reasonably determined by Roblox) as part of the Services without Creator's approval, but Roblox can generally reference, as determined by Roblox, Creator's UGC with other UGC or material (and without Creator's approval) to promote, market or advertise the Roblox Vietnam or the Services. Roblox may also use Creator's UGC for non-commercial and educational uses to promote Roblox Vietnam or the Services (and Roblox will reasonably determine whether a use is non-commercial or educational).
4. **Review of Creator's UGC.** For the avoidance of doubt, Roblox does not have any obligation to permit distribution by Vietnam Publisher of any of Creator's UGC on Roblox Vietnam, and the Vietnam Publisher has no obligation to publish any of Creator's UGC on Roblox Vietnam. The suitability of Experiences and Virtual Content for publication in Vietnam may be subject to review (whether prior to publication or at any time thereafter) by Roblox, the Vietnam Publisher and/or local regulatory authorities. Roblox and the Vietnam Publisher shall have the absolute discretion to filter, suspend or terminate the distribution and publication of any of Creator's UGC on Roblox Vietnam, in whole or in part, at any time and for any reason. Roblox and the Vietnam Publisher's determination with regard to such action shall be final. At its sole discretion, Roblox may contact Creator in connection with any action taken in accordance with this Section, and Creator may be given an opportunity to remedy or amend Creator's UGC and to resubmit it for publication on Roblox Vietnam.

## ▼ Summary of Recent Changes

---

### *Terms of Use*

- We have added Roblox Commerce terms and In-Experience Friend Reward Program terms.
- We have expanded the definition of "Earned Robux" to include Robux awarded by Roblox in certain promotional campaigns and clarified some of its limitations.
- We have added terms clarifying our existing practices that tax may be added to Robux and subscriptions purchases.

### *Appendix C*

- We added a clarification regarding EU Users' ability to engage certified out-of-court dispute settlement bodies in accordance with Article 21 of the Digital Services Act.

We are also making changes to other portions of the Roblox Terms to align with these changes. Please take some time to review them.

**Effective Date:** November 6, 2024

**Last Updated:** November 6, 2024

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English (US) ▾

Pretty-print 

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# EXHIBIT 6

# Roblox Privacy and Cookie Policy

*Effective Date: November 6, 2024*

## [Summary of Recent Changes](#)

## **1 ▼ Welcome to the Roblox Privacy Policy**

---

### **▼ Is this Privacy Policy for you?**

If you make or play games in Roblox experiences, this Privacy Policy is for you, whatever your age and wherever you live. It's also for parents or guardians of users under 13 years old. This Policy covers the Roblox [Services](#).

### **▼ What is in this Privacy Policy?**

This policy describes the rights you have regarding your Personal Information. It explains that you can control what happens to the information that can identify you - like your name, where you live and your email address. In this Privacy Policy, we'll also tell you when and how we use your information about you – including how we collect, record, organize, store and share it.

Depending on where you live, you may have different rights or choices for managing your Personal Information, which this Policy will describe later on. In the event of a conflict between the information in Sections 1-5 of this Policy and the location-specific information in Section 8, the information in Section 8 shall prevail.

### **▼ Where does this Privacy Policy apply?**

If you're using Roblox, you're in the right place. Here's where you can learn about keeping your information safe. Using Roblox includes using:

- websites with a roblox.com address
- our mobile, virtual reality and console apps
- the Roblox Player and the Roblox Studio
- Other Roblox features described in this policy

But if you leave our services, this Privacy Policy no longer applies. We're not responsible for what you see on other websites or apps or for their privacy policies, even if you've linked to them from our

website or app. When you go to another site or app, we may show you a message telling you that you're leaving Roblox.

To reach us with questions or requests regarding your Personal Information, our information about how to contact us is included below.

You can reach Roblox electronically by submitting a question through our [Customer Support Form](#). If you're under 13 years old, please have your parent or guardian fill out the form.

**US:**

Phone: (888) 858 - BLOX

Write to us at:

Roblox Corporation

Attn: Roblox Privacy Manager

Address: Roblox Corporation

970 Park Place, Suite 100

San Mateo, California, 94403

[privacy@roblox.com](mailto:privacy@roblox.com)

**EEA, UK or Switzerland:**

If you're in the European Economic Area (EEA), the United Kingdom, or Switzerland: contact [roblox@gdpr-rep.com](mailto:roblox@gdpr-rep.com) (Our representative according to Articles 27 EU and UK GDPR in the European Union)

**EEA:**

DP-Dock GmbH

Attn: Roblox Corporation

Ballindamm 39 / Ecke Jungfernstieg

20095 Hamburg, Germany

**UK:**

DP Data Protection Services UK Ltd.

Attn: Roblox Corporation

16 Great Queen Street

Covent Garden, London, WC2B 5AH, United Kingdom

If you're in Brazil, contact our Brazilian Data Protection Officer by emailing [privacy@roblox.com](mailto:privacy@roblox.com).

If you're in Korea, more information is located in the [Privacy Policy Addendum for Users in Republic of Korea](#).

If you're in the United States, additional rules may apply depending on the state you live in. To learn more about the rights available to you under US state laws please visit the the [US State Privacy Policy Addendum](#).

Before moving on to the rest of the Privacy Policy, when you see certain terms in this Policy, some of them have specific meanings.

- “Children” or “Child” means any user under the age of 13
- “Minor” or “minor user” means a user of the Services who is under the legal age of majority in their jurisdiction or state of residence
- “Personal Information” means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier
- “Platform” means our Roblox platform, the ultimate virtual universe where imagination rules
- “Privacy Policy” or “Policy” means this Roblox Privacy Policy
- “Processing” means any operation which is performed on Personal Information, such as collecting, recording, organizing, structuring, storing, adapting or making any kind of disclosure or other use
- “Service” means any service or application offered by Roblox, such as allowing users to develop Platform experiences, connect with others, and use content created by you and other users. It includes websites on the roblox.com domain, our Roblox mobile, virtual reality and consoles, the Roblox Player, the Roblox Studio, and our other websites, products, software, applications, content, data feeds and other services on which an authorized link to this Policy is posted

Any other capitalized term that is not defined in this Policy is defined and has the meaning set out the [Roblox Dictionary](#). In the event of a material or perceived conflict between the English version of this Policy and translations into other languages, the English version shall control.

## **2 ▼ Are you Under 13 or responsible for an under-13-year-old?**

---

If you’re under 13 years old, your access to certain features will be restricted in the interest of protecting your Personal Information. Roblox is especially committed to protecting the privacy of children. This part of the privacy policy is just for you.

### **▼ First, get the go-ahead**

---

If you’re under 13 years old, please get permission from your parent or guardian to use Roblox. You shouldn’t use our Services without their go-ahead.

### **▼ Set limits**

---

No matter how old you are, Roblox communication settings allow you to control who can interact with you, for example, by only allowing interactions with friends or not allowing any interactions at all. You

can also restrict your account, which turns off chat and public commenting and limits an account to certain filtered experiences on Roblox.

Parents and guardians – we recommend you supervise your child whenever they’re interacting on Roblox. We’ve got some tools to help – you can learn about Roblox’s safety features [here](#).

### ▼ Age-appropriate privacy settings

---

If you’re under 13 years old, we’ll automatically set your account to have stronger privacy settings. While in this privacy mode, some features like social media plug-ins and certain advertising and alerts are disabled. When you turn 13, you will be able to enable additional features that are more appropriate for users ages 13 and up.

### ▼ Information we collect if you’re under 13 years old

---

If you’re under 13 years old and create an account, we ask for some information (which is non-personal information, [as defined by COPPA](#)) to let you use Roblox.

We’ll collect:

- your username (required). We need this to create your account and run the Roblox Service. We don’t use your username to identify you outside of Roblox
- your password (required). We need this to log you in to your account and to run the Roblox Service
- your date of birth (required). We’ll use this information to make sure your account has certain default settings intended for your age
- your gender (optional). We will use this information to customize your experience

For additional account security and parental controls, you have the option to provide a parent’s or guardian’s email address in account settings or during logout. Children are encouraged to provide a parent’s email address, but are not required to do so to create an account. Parent email addresses (which is the only personal information [as defined by COPPA](#) we collect from child accounts) are collected for the security and integrity of your account and the Roblox platform. We may use your parent’s email address to log you in. We may also use your parent’s email address to communicate with them about your account, like asking them to review your account.

### ▼ We don’t want more Personal Information

---

If you’re under 13 years old, we will only ask you to tell us the information we need to set up or protect your account. If you give us more of your Personal Information, we will:

- delete any additional Personal Information we’ve collected from you (unless the law requires us to keep it),
- cancel your account, or
- turn on age-appropriate protections on your account

When users publish anything in our public and comment areas (for example, chat, forums, group walls, personal posts), we filter it and remove:

- Personal Information like addresses, emails, phone numbers
- attempts at phishing (this is when someone tries to trick you into giving out Personal Information)
- offensive words, adult or suggestive content

To provide the filtering above, we use human and automated checking to the best of our ability based on available technology – but like all filtering technology, these systems aren't 100% effective.

#### **▼ Please ask us if you want to make privacy-related changes**

---

You can request that Roblox make changes to your child's account or allow you to review, delete, or prevent the further collection or use of Personal Information from you or your child. To make a request, please fill out our [Customer Support Form](#).

In the US and want to know more?

We comply with the Children's Online Privacy Protection Act ("COPPA"). To learn more about COPPA, you can visit the US Federal Trade Commission's COPPA website: <https://www.ftc.gov/news-events/topics/protecting-consumer-privacy-security/kids-privacy-coppa>

You can also learn more about COPPA by looking at this simple guide from the kidSAFE Seal Program – [www.kidsafeseal.com/knowaboutcoppa.html](http://www.kidsafeseal.com/knowaboutcoppa.html)



## **3 ▼ When we collect your information**

---

### **▼ Setting up a Roblox account**

Your first step to joining a Roblox experience is to set up a Roblox account. We'll ask you to create a unique username and password so you can log into your account and access features on Roblox. We also ask you for your birthday and gender (gender is optional) so we can customize your experience on Roblox. Eligible users may set their account's display name to contain certain Personal Information.

#### **▼ Three key rules for signing up:**

---

1. Do not use your own name or other Personal Information in your username.
  2. Do not pick a password that's easy to guess.
  3. You may share your password with your parent or guardian, but do not share it with others.
- We don't use your username to identify you outside of your activity on Roblox.

#### **▼ Why we ask you for an email address:**

---

Once you have an account, you can add your email address (or your parents' or guardians' email address if you are under 13) in case you need to reset your password.

We might ask for your email to verify your identity or enable additional features. The main reason we need an email address is for security because it is how we check to make sure accounts are authentic. You can change your email address anytime you want – if an email address is changed, we'll send a notification email to the address that you used before.

If you have a 13+ account and change your birthday to indicate you are under age 13, Roblox will save a hash of your email address and delete any email addresses previously collected from you immediately afterwards. This hash cannot be reconstructed back into your email address or used to contact you, and will only be used to authenticate you in the future.

#### **▼ Sharing your phone number**

---

If you choose to give a phone number, we'll send you a text message asking you to confirm your number before you can log in. We will use your phone number for security and account access, including to recover a lost or forgotten password or log in via mobile. You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Roblox or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

Additionally, with your explicit and informed consent, we may use your phone number to recommend you as a friend to others using Roblox. You will be recommended with your contact name as stored on your friends' devices, which may also include your real name. If you do not want us to use your phone number to be found by your friends on Roblox, please do not activate this feature or deactivate it at any time. Please note that the Discoverability feature may not be available in certain locations.

We do not ask for your phone number if you are under 13.

#### **▼ Purchases on Roblox**

---

You can buy virtual currency (Robux) or premium subscriptions and choose how to pay from our available payment methods. When you pay, you (or your parent or guardian if you're under 13) will have to give billing information, including Personal Information such as:

- Name of the person responsible for buying virtual currency
- Their billing address and contact details, like email or phone number
- credit card or other payment information

Our payment processors (for example, PayPal) manage the transactions, which are subject to their terms and conditions and privacy policies. Their policies will explain what Personal Information they keep and use. For example, they might keep and use your billing information, transaction details, and purchase history so that they can sort out any billing problems or inquiries. Roblox receives certain

information about purchases in order to fulfil our legal obligations and ensure the integrity of our platform.

You can choose to save your billing information with one of our payment processors to make future purchases easier, in that case, Roblox does not store or have access to your full saved billing information.

## ▼ Posting content

---

You can post comments, messages, or other content on Roblox through chats, forums, group walls, personal posts, or other features. Users who are age 13 or older can also use voice chat on Roblox. We monitor what you say and write to check that it meets our Community Standards and complies with our Terms of Use. If we find that the content doesn't meet our standards, for example, if we believe that it is inappropriate, includes Personal Information, or is not suitable for users to have on Roblox, we have the right to change or remove it. Where the law allows us to, we may use the content you and other users have posted for training or to help us to improve the way we filter content on our platform. Our aim is to increase safety on our platform. We also may use this data to help us provide a better experience on Roblox and to respond to requests about your account from you or your parent or legal guardian.

## ▼ Asking questions or getting technical support

---

We collect your email address (or your parents' or guardians' email address if you are under 13), username, and any other details you give when you:

- contact customer support
- report a problem
- ask for technical support
- ask us questions or give us comments

We use this information to answer your questions and to give you the support or help you ask for. For users under 13, we communicate with your parent or guardian when sending our responses. We retain records of technical support questions for a limited time for internal use only, such as to answer additional questions about your account.

## ▼ Using Roblox features

---

We may use Personal Information when you use certain Roblox features. To provide access to certain features, we may use your email address and other information you provide to us, such as your verified date of birth.

### ▼ Third-party features such as social media add-ons (users 13 and older)

---

You can use third-party features like social media widgets, share buttons, and login features. These features may include social plugins from Google, Facebook, Twitter, or other platforms. In these cases, the third party's terms, conditions and privacy policies apply.

When you use these features:

- we may be able to access or use information on your social media accounts
  - information about how you use Roblox may be shared posted on your profile on those platforms
- If you use your Roblox ID to sign in to a non-Roblox website or service, and later delete your Roblox account, you may lose access to that website or service.

#### ▼ Voice-based services (users 13 and older)

---

If you use Roblox's voice services, we will monitor, collect, use, and store your voice recordings to:

- enable voice services
- make our voice-related services safer, including to detect and combat abuse and other harmful activity on our Services

If you use voice services on Roblox, we may use voice recordings to inform training and product improvement in accordance with applicable law. For more information about laws that apply in your region, please visit Section 7 of this policy.

We will not use your voice recording with private server voice-chat recordings of EEA and Brazilian users for training or product improvement.

#### ▼ Location-based Services (users 13 and older)

---

You can choose to use location-based Services if you're 13 or older. If you agree, we may collect and track geolocation information so that we can offer Services that depend on us knowing where you are. We collect location at the country or region level; we do not collect precise geolocation data. Examples are check-in, or personalizing content or advertising.

We collect this information by using an identifier on your device or browser so that we can recognize you each time you return. To stop us collecting your location information, you can update your device settings, stop using the Service, or uninstall our mobile apps.

#### ▼ Joining on a VR platform

---

If you join our experiences on a VR platform, we collect your physical movement information so that we can use it in the experience. This information is only used to provide the experience. We do not store this information.

#### ▼ Camera-enabled features and uploads (users 13 and older)

---

If you use Roblox features that require the use of your camera or upload content that contains your Personal Information, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the feature. Video used to generate animation key frames is processed on your device and is not shared with Roblox or any third parties. For more information, please refer to the [Roblox Facial Animation Privacy Policy](#).

#### ▼ Contact Importer (users 13 and older)

---

If you opt-in to the Contact Importer feature, you will share the first and last names and phone numbers of your contacts in your address book on your mobile phone with Roblox. This feature helps connect with your friends on our Service. If you use the feature, we will automatically access and collect information in your address book from time to time in order to sync your contacts. Such information will only be retained in case of matches with existing Roblox users. Our Contact Importer feature is only available if you are 13 or older and may not be available in certain locations.

#### ▼ Creator Events (users 13 and older)

---

If you join a virtual event hosted by a Creator, data such as your username, email, and Roblox user ID may be shared with the company that hosts the events. This is done to allow you to log in to the experience. Your activity during a Creator Event is subject to the third party platform's privacy policy as well as the Roblox Community Standards. Creator events are only available if you are 13 or older.

#### ▼ Interacting with our experiences

---

To improve your experience and ensure safety, we collect information about how you interact with the Services and we connect this information with your account. For example, we may:

- collect information from your game state to detect violations of our Terms and to improve our ability to detect such violations.
- collect information about your behavior when you interact with your device for security and safety purposes
- collect information about the games you are playing to give you similar recommendations
- share information like your username and transaction details to the UGC creator or subsequent owners, if you acquire a limited item if you purchase, share, trade, or otherwise engage in a transaction involving UGC,
- collect information from your device through cookies - see "Cookies and Similar Technologies".

#### ▼ Subscribing to other features (users 13 and older)

---

When you subscribe to other features or activities that are available to users 13 years old or older, we'll set out what information is collected and how we intend to use it when the information is collected.

#### ▼ Competitions, promotions and research

---

#### ▼ Taking part in competitions or promotions

---

If you take part in competitions or promotions, for example, contests, sweepstakes, giveaways or prize draws, those activities may require contact information such as your name, email, or phone number, to be eligible for discounts or prizes. If you receive a gift card provided by a third party provider, certain contact information may be shared with the provider and used in accordance with this Policy and the terms listed on the provider's website. In some places in the world, the law requires us to publicly share information about the winners.

### ▼ Taking part in research

---

If you choose to participate in research or surveys, these surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information.

### ▼ Advertising

---

To market Roblox's Service to new and existing users, we use Personal Information like:

- IP addresses
- information on users' browsers or operating systems, including language settings and general location information
- usernames or user IDs

If you choose to create an Ad Account, we may collect additional information to create your account such as name, email, address, business and/or tax information. The purpose of collecting this information is to provide the ad account and comply with applicable laws, including tax laws.

We do not collect or use Personal Information about users under the age of 13 for advertising or marketing purposes.

### ▼ If you're a developer or creator

---

To take part in the Roblox Developer Exchange Program, you must give us an IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). We may also ask you to verify your identity by providing a government-issued photo ID through a third-party vendor. This feature is only available to users who are 13 or over. For more information, please visit our [Developer Exchange Terms of Use](#).

### ▼ Other purposes for collecting your information

---

We also use Personal Information for these general purposes, as permitted by law, in addition to the purposes listed above:

#### To let you manage your account and our services

- To allow you to manage your Roblox account or update your settings

- To communicate with you about our Services

### To make things better for you

- To operate, maintain, personalize, and improve our Service
- To research relevant technologies
- To provide technical support or customer service

### To protect you by keeping our platform safe and secure

- To detect security issues, protect against malicious, deceptive or illegal activity, and prosecute anyone responsible for that activity
- To find and fix errors or bugs
- To give you access to features or limit your access to Roblox, as appropriate
- To protect our or our users' integrity, safety or security

### To comply with the law and our policies

- To audit interactions and transactions, and carry out any other compliance tasks
- To comply with the law and our own Terms of Use, or any other restrictions we've put on your use of the Service

You are under no obligation to provide Personal Information to Roblox when requested. However, if you choose to withhold any requested information, we may not be able to provide you with certain services and features.

## ▼ Cookies and similar technologies

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### ▼ Information collected through cookies

---

Like most websites, we use cookies and other standard internet technologies to help us make our services better.

#### *Cookies*

A cookie is a text file that's put on your computer or device when you visit a website. It lets the website remember what you do and any settings you choose (e.g., login information, language, font size). Cookies make your experience more convenient – for example, if the cookie remembers your log-in details, you won't have to enter them again each time you visit the site. Some cookies last longer than others:

- Session cookies are deleted each time you close the browser
- Persistent cookies stay on the device for a defined period of time.

A cookie set by the owner of the web server you are visiting is called a first-party cookie and cookies set by owners of other domains are called third-party cookies.

A pixel tag or web beacon is a piece of code that tells its owner what you do on a web page. Pixel tags provide information like which web pages you visited or which ads you clicked on.

#### **▼ How we use cookies**

---

We use technology like cookies to recognize you and customize your experience. We and any third-parties might use these technologies whenever you visit our sites or use our Services.

We collect information about the devices and software you use, for example:

- the type of browser or device
- the website or source that linked or referred you to our services
- your IP address, device ID or other identifier that identifies your computer or mobile device – this cookie is not deleted when you close your browser
- the operating system of your computer or device

These technologies allow us to:

- record and keep your preferences, account settings, and certain login information (for your convenience, e.g. to prevent you from needing to choose settings every time you visit, and security)
- collect information about how you use the Services, for example, how you downloaded our app or where you downloaded it from
- collect information on how software is used on your mobile device
- collect information about what features you use and how well our services work
- identify any suspicious activities so we can try to protect users from payment fraud and other inappropriate activities
- collect demographic information (eg, age, location, etc)
- perform similar functions.

We use cookies or similar technologies only for the purposes given in this privacy policy.

#### **Your cookie rights in the EEA**

When you visit our website with an EEA IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on “manage cookie preferences” in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. For more information, see Section 7 below.

#### **▼ Third-party advertising companies**

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We partner with third-party advertising companies such as ad server companies and ad networks. If you interact with content or reach Roblox through a link in an advertisement, we or our service

providers may give these third-party advertising companies identifiers from your device, such as an IP address or device ID. We collect this information to help us to promote and market our Services better.

For users under 13 years old, Roblox partners with third-party advertising companies:

- to display contextual advertising that is based on the content of the game you play
- to limit how much advertising is shown to you if you're under 13 years old
- to provide related uses permitted by COPPA.

If you're under 13 years old, Roblox will not show these types of advertising to you:

- behaviorally targeted ads – these are ads that are shown according to a user's behavior on a website or app
- retargeted ads – these are ads that are sent after a user starts a purchasing process but does not finish it. The ad tries to get the user to finish the purchase.

We do not collect any information from users under 13 years old for the purposes of directing targeted advertising.

#### ▼ Your cookie choices

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For Roblox.com, click on the link in the footer at the bottom of the page to access your cookie options.

For all other sites, please clear your cookies and refresh your browser to display the cookie banner to access its settings.

Most web and mobile device browsers automatically accept cookies, but you can change your browser settings so that cookies are not accepted or you are warned before a cookie is set.

Use information from browser companies to learn more about how they manage cookies:

Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en-GB>,

Microsoft Edge: <https://support.microsoft.com/en-us/microsoft-edge/delete-cookies-in-microsoft-edge-63947406-40ac-c3b8-57b9-2a946a29ae09>,

Mozilla Firefox: <https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer>,

Safari (Desktop): [https://support.apple.com/kb/PH5042?locale=en\\_US](https://support.apple.com/kb/PH5042?locale=en_US),

Safari (Mobile): <https://support.apple.com/en-us/HT201265>,

Android Browser: <https://support.google.com/nexus/answer/54068>,

Opera: <https://www.opera.com/help>.

You can also learn more about cookies by visiting <https://www.allaboutcookies.org/>, which also tells you how to block or delete cookies that are already on your device.

By blocking or deleting cookies used, you might limit your experience of the Service. You might not be able to log in or experience the Roblox.

When you visit our website with an EEA IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on “manage cookie preferences” in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. For more details see Section 7 below.

#### **▼ To stop companies from tracking you on their websites**

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You can ask us or a third party to disable advertising-related tracking on our websites. To disable this tracking, we or the third party may need to set an opt-out cookie on your browser. You may need to change your browser settings to accept cookies if you want to fully disable advertising-related tracking. Please note that our Services do not respond to Do Not Track (DNT) signals.

#### **▼ On our corporate websites or in job applications**

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The parts of this privacy policy that are about experiences or give information about users under 13 years old don’t apply to the corporate websites.

If you contact us about job opportunities, we may ask for your name, email address and employment details. Or you may send us a CV or job application with this information. We have the right to use this information to send you corporate-related information to you or respond to your job application. If you engage with Roblox in an immersive space for prospective employees, such as the Roblox Career Center, such a space may be recorded in order to provide the experience.

Our corporate websites give general company information to any user that visits them – they use the domain names, corp.roblox.com, blog.roblox.com, and their subdomains. On these sites, we give information about the corporate side of Roblox, press information, career information, and other general audience information. Our corporate websites do not offer any experiences.

## **4 ▼ When we share your information**

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#### **▼ We may share Personal Information where necessary**

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##### **▼ When other companies need Personal Information to provide a service on our behalf**

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We may share your information, including Personal Information, with other companies (known as third-party agents, contractors, or service providers). We hire these companies to perform services for us. These companies are only allowed to use the information we share to complete the relevant tasks. They are not allowed to use the information we share for any other purpose, including selling Personal Information. We make sure that all companies that we share information with are capable of looking after the information properly. Personal Information collected through the SMS program, won’t be shared, sold or rented to third parties.

Here are examples of the services that we might rely on other companies to provide, and examples of the companies that we are likely to share information with.

- Account integrity and security services (e.g., Veriff, Persona, Arkose Labs);
- Analytics services (e.g., Google LLC);
- User acquisition services (e.g., AppsFlyer);
- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social media log-in services (e.g., SAP Customer Data Cloud);
- Billing and payment services (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Playstation, Meta Quest, Xsolla)
- Hosting and content delivery services (eg, AWS, Equinix, CenturyLink, YouTube, Vimeo).

#### **▼ When creators need Personal Information to improve your experience**

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The creators of the experiences you use or content you interact with will have access to your username, display name, user ID, game metrics, UGC transaction details, and your regional location (which we base on your IP address). We do not share your IP address with the creators.

We provide creators with the regional location of players to determine their player base and make sure their experiences meet the legal requirements of the country you live in.

#### **▼ For legal reasons or to help prevent a crime**

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We may share your Personal Information, as permitted or required by law, if:

- necessary to comply with a judicial proceeding, court order, or other legal process served on Roblox
- law enforcement agencies, regulators, or other public agencies (including schools or children's services) request that we share it
- we believe that disclosing the information may prevent a crime
- we believe it is necessary to protect our legal rights or the legal rights of others
- a law requires us to share it

#### **▼ To help ensure safety and security**

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We may share your Personal Information if we believe that sharing would:

- help an investigation into public safety or a violation of our Terms of Use
- protect the safety of Roblox users or others
- reduce risk to user safety or security, or if collaborating with others is necessary to protect users
- help to protect the security or integrity of our Services

#### **▼ If we need to protect ourselves against legal responsibility**

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We may share your information if we believe that disclosing the information will allow us to take precautions against taking legal responsibility (liability) or to protect our rights.

#### ▼ If there is a transfer of rights in our business e.g., if we sell our business

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We may hand over rights to access your information, including Personal Information:

- as part of a merger, acquisition, sale of assets, or similar transaction
- if information is handed over as a business asset in an insolvency, bankruptcy, or receivership
- Where required by law, we will notify you and ask you to consent to such sharing.

#### ▼ We may disclose Personal Information to third parties

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##### ▼ For Advertising Purposes

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Roblox may disclose information collected from or about you with third-party advertising companies and/or advertising measurement companies to select advertisements for you, or measure and improve advertising effectiveness. In accordance with applicable law, we provide our users with choices about whether data is disclosed for this purpose. Data disclosed for this purpose includes:

- Contact Identifiers
- Characteristics or demographics
- Device identifiers

You can exercise choices about data processing for this purpose by visiting your account's [privacy settings page](#). Depending on where you live, you may have additional rights that apply. For region-specific information, please visit Section 7 of this policy. Disclosing data for the purposes described in this Section may be considered a "sale" or "share" of personal information under the California Consumer Privacy Act. California residents can find more information about your rights in the [US State Privacy Policy Addendum](#). We do not collect any information from users under 13 years old for the purposes of directing targeted advertising.

##### ▼ Roblox Commerce

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If you directly interact with a Commerce Provider to purchase a Commerce Product(s) on Roblox, Roblox and the Commerce Provider may need to exchange information about your purchase in order to fulfill the transaction. This involves Roblox or the Commerce Provider creating a transaction identifier that allows each party to confirm certain information about the transaction, such as whether a purchase has been completed. Any information you provide directly to the Commerce Provider in order to complete a transaction is independently collected by the Commerce Provider and will be subject to the Commerce Provider's applicable terms and policies.

#### ▼ We may share information that does not identify you

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In some circumstances, we share data that doesn't identify you, for example:

- To comply with reporting requirements

- For any business or marketing purposes
- To help us and others understand how, when, and why users visit our sites and use Roblox.

We may share non-identifying data of all users regardless of their age.

### ▼ We're not responsible if you share your own Personal Information

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If you're 13 years old or over, you can share your Personal Information through chat, forums, messages or similar ways of sharing on our Service. Remember that anyone who uses these features will be able to see anything you share in this way. We are not responsible for how your Personal Information is used if you shared it yourself.

## 5 ▼ Looking after your information

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### ▼ Security measures

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We have security measures that are intended to protect any Personal Information or other sensitive information under our control from loss, misuse, or alteration. Though we cannot guarantee that loss, misuse or alteration of information will never occur, we use reasonable efforts to prevent it.

Sending or storing information on the Internet is not 100% secure, so we can't guarantee the security of any information you share with us. To the fullest extent permitted by applicable law, we do not accept liability for unintentional disclosure.

### ▼ We'll tell you if your privacy is at risk

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We may send you emails or other messages about security, privacy, and account management. If we learn about an incident that may qualify as a data breach under the law, we will notify you in accordance with the law.

### ▼ How long we keep your information

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We may keep your Personal Information for specific purposes as long as we need it to fulfill those purposes, sometimes even if you've stopped using Roblox's Services. When we no longer require your Personal Information, we will de-identify or delete the information. Here are the reasons we may need to keep your information:

#### ▼ For resolving problems

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- We keep billing information and transaction histories so that we can resolve billing disputes or inquiries.

- We keep user account history to solve any customer service issues and to provide, improve, and develop our service.

#### ▼ To make our services safer

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- We may keep information if it will help us make our Service safer and more secure, such as to stop bad actors who try to misuse Roblox.

#### ▼ For legal reasons

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- We may keep information for legal reasons, like establishing legal defenses, conducting audits, pursuing legitimate business purposes, enforcing our agreements, exercising our rights, or complying with legal obligations.

#### ▼ Letting other users keep your information

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- Other users may keep publicly shared content and virtual items on our platform (e.g., if you create a virtual shirt and then sell it to another user, the virtual shirt will be kept on the platform because the other user now possesses it).

#### ▼ Where we store your information

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Roblox is based in the United States. We send information we collect from you to our secure servers in the U.S. where we store and use it. This storage is necessary for us to process the information.

We may also transfer information that we collect from you to our other offices and to the third parties mentioned in Section 4 of this Policy – these might be outside your region. Our agents or contractors may also use your information. The data protection laws of the U.S. or other countries may not be equivalent to those where you live.

Wherever we transfer your Personal Information, we will take reasonable steps to ensure that your privacy rights continue to be protected. If required by applicable legislation, we rely on a valid international data transfer mechanism to enable cross-border data transfers.

## 6 ▼ Privacy Policy Changes and Updates

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We update this Privacy Policy at times, so you should review this page regularly. We always publish the date of the latest version at the bottom of this page.

If we make any major changes, we will let you know by email (if we have your email address or a parent's or legal guardian's email address) or by showing a prominent notice on this website or in app prior to the change becoming effective. If required by law, we will obtain your consent or the consent

of a parent or legal guardian if any of these changes involve new material uses of your Personal Information not previously disclosed in this Privacy Policy.

## 7 ▼ Additional information based on where you live

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If you live in certain regions, you may have additional choices about your Personal Information or rights that apply to data processing. This section contains additional information based on where you live.

If you want to exercise your rights or make another request about your Personal Information, or if you want us to make another request about your Personal Information, please fill in the Customer Support Form. If you're under 13 years old, please have your parent or guardian fill out the form.

### ▼ If you live in the United States

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If you live in the United States, please visit our US State Privacy Policy Addendum for more information.

### ▼ If you live in the Republic of Korea

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If you're in Korea, more information is located in the Privacy Policy Addendum for Users in Republic of Korea.

### ▼ If you live in the European Economic Area (EEA), the United Kingdom (UK) or Switzerland

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#### ▼ *Categories of Personal Information and Data Processing Purposes*

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In the course of visiting our websites and apps, and/or using our services and products, we may process the following Personal Information subject to the legal bases mentioned below:

##### ▼ [Setting up a Roblox account](#)

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- Username and password to create your account. The basis for processing this personal data is Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).
- Email addresses and other information you provided us with for added verification and/or to enable certain features. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) and f (“legitimate interest”) GDPR. Roblox has a legitimate interest in providing a safe and secure Service, especially to protect children.
- If you choose to provide a phone number, we will use the phone number for security and account access purposes, which will allow you to log in via mobile and recover a lost or forgotten password.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Roblox or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”) and f (“legitimate interest”) GDPR. We have a legitimate interest in enabling you to use our Services via your mobile device, ensuring security, and preventing fraud. Additionally, with your explicit and informed consent, we may use your phone number to recommend you as a friend to others using Roblox. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. a GDPR (“consent”).

#### ▼ Purchases on Roblox

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- Billing and payment information, when you participate in Developer Exchange or purchase virtual currency or premium subscriptions on behalf of yourself or another user, including your name, billing address, credit card or other payment information and billing information. You may choose to save information such as your credit card number through a third-party payment provider; in such cases the information is not stored by Roblox; it is stored with the third-party partner. If you purchase Robux on behalf of another Roblox user, we collect contact information, such as email or phone number, in order to communicate with you about the transaction. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”). We may also retain transaction details and purchase and payment history. The legal basis for processing these personal data is our legitimate interest in being able to resolve subsequent billing disputes and inquiries, Article 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”).

#### ▼ Posting content

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- Comments or messages you post or transmit on Roblox via public chats, forums, group walls, personal post, etc. We process this information to monitor, filter and moderate this information for the purposes of being able to remove profanity, Personal Information, and other inappropriate conversations. Additionally, we may use pre-filtered comments and messages for other purposes such as training and improving our filter technology. The legal basis for this processing activity is Roblox’s legitimate interest in being able to defend ourselves from possible liability claims that may arise from unlawful comments posted by you, Article 6 sec. 1 sent. 1 lit. f GDPR (“legitimate interest”). Please note that any Personal Information submitted by you in forums and similar means offered by us is available to anyone who has access to this forum including other users. The Personal Information posted by you can be read, collected or used by other users of these forums and could be used to send unsolicited messages.

#### ▼ Asking questions or getting technical support

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- Information relating to contacting our customer service, e.g. when you report a problem, submit questions, concerns or comments. We may process your email address, your name and information relating to your inquiry or concern in order to respond to your communications, fulfill your requests,

or provide other customer support. This processing activity is based on your consent according to Article 6 sec. 1 sent. 1 lit. a GDPR and/or Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”), depending on the initial purpose for contacting our customer support.

### ▼ Using Roblox Features

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- Information relating to your use of or interaction with third party plug-ins, e.g. social plugins from Google, Facebook or Twitter. When you use these features, certain information from your social media accounts may be accessed by or shared with Roblox, and likewise, certain information about your use of Roblox may be posted to your profile on those platforms. The legal bases for this processing activity are Article 6 sec. 1 sent. 1 lit. a (“consent”). If you use your Roblox credentials to sign in to a third-party website or service, and later delete your Roblox account, you may lose access to such third-party website or service.
- When you use voice based services from Roblox, we will collect, process and store your voice recording to enable voice services and make our voice-related services safer. We will not engage in training or product improvement with private server voice chat recordings of EEA users. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) GDPR and Article 6 sec. 1 sent. 1 lit. f (“legitimate interest”). With your consent, we will use voice recordings to inform training and product improvement. The basis for processing this personal data for training and product improvement is Article 6 sec. 1 sent. 1 lit. a (“consent”).
- When you request or agree to location-based services (users 13 years old and older), we may collect and track geolocation information so that we can offer services that depend on us knowing where you are. Examples are check-in, or personalizing content or advertising. We collect this information by using an identifier on your device or browser so that we can recognize you each time you return. To stop us collecting your location information, you can update your device settings, stop using the service, or uninstall our mobile apps. The basis for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).
- If you join our experiences on a VR platform, we will collect your physical movement information in order to replicate your movement in the experience. This information is only used to provide the Service and is not stored. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).
- If you join a virtual event hosted by a Creator, data such as your username, email, and Roblox user ID may be shared with the third-party platform that hosts events. Such data is used to allow you to log in to the experience. Your activity during a Creator Event is subject to the third party platform’s privacy policy as well as the [Roblox Community Standards](#). The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) to join an event and f (“legitimate interest”) GDPR to ensure the security and integrity of our service.
- Information required for additional features that require the use of your camera or upload content that contains your Personal Information. If you decide to use these features and upload content that require the use of your camera or upload content that contains your Personal Information, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the

feature. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”). For more information, please refer to the [Roblox Facial Animation Privacy Policy](#).

- Information required for other features or activities, which may be available to our users other than children. We may offer other features or activities on our Services from time to time, and you may be able to submit or upload Personal Information in connection with such features. The data being collected for such features and their intended uses will be evident at the time of data collection. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).
- If you opt-in to the Contact Importer feature, you consent to sharing with Roblox the first and last names and phone numbers of your contacts in your address book on your mobile phone, either at the time you register for our Service or otherwise. We do so to help you connect with your friends on our Service. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”).
- Interacting with our experiences. To improve your experience and ensure safety, we collect information about how you interact with the Services and we connect this information with your account. For example, we may collect information from a user's game state to detect violations of our Terms and to improve our ability to detect such violations; collect information about your behavior when you interact with your device for security and safety purposes; collect information from your search history to give you similar recommendations; share information like your username and transaction details to the UGC creator or subsequent owners, if you acquire a limited item if you purchase, share, trade, or otherwise engage in a transaction involving UGC. The bases for processing this personal data are Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”) and f (“legitimate interest”). We may use data collected from your interaction with our experiences for safety purposes on the basis of Article 6 sec. 1 sent1 lit. f ("legitimate interest").

#### **▼ Competitions, promotions, and research**

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- When you respond to or participate in voluntary research or surveys or studies. These surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”).
- Information relating to your participation in contests, competitions, sweepstakes, giveaways, prize draws or other promotions that we may run on our Service or sponsor from time to time. We may process certain contact information (such as your name, email address, and/or phone number) for prize fulfillment purposes, as well as other information or content needed for the specific promotion. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”).

#### **▼ Advertising**

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- To market our services, inter alia, via social media platforms in order to bring new users to our websites and to maintain and increase our user base, we may process Personal Information such as

IP addresses, information on users' browser or operating system, including language settings, regional location information and user names or user IDs. To the extent these practices involve the processing of Personal Information, the legal basis for the processing is Art. 6 sec. 1 sent. 1 lit. a GDPR ("consent").

- When you choose to create an Ad Account, we may collect additional information for your account (such as name, email, address, business information, etc.) in order to create an account. The basis for processing this personal data is Article 6 sec. 1 sent. 1 lit. b ("performance of a contract"). We may also retain transaction details and purchase and payment history. The legal basis for processing these personal data is our legitimate interest in being able to resolve subsequent disputes and inquiries, Article 6 sec. 1 sent. 1 lit. f GDPR ("legitimate interest").

#### ▼ If you're a developer or creator

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- Information required for participating in our Roblox Developer Exchange Program, like the IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). The legal basis for this processing is Article 6 sec.1 sent. 1 lit. f GDPR ("legitimate interest") with regard to U.S. law requirements. It is our legitimate interest to comply with the legal requirements, especially with regard to U.S. anti-money laundering laws.

#### ▼ Other purposes for collecting your information

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- Login information, which may include your IP address, device type, username, password, date and time of your visit, information on your browser version, information on your operating system, including language settings, MAC addresses, and User ID. We will process this information to provide you with our Service. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b ("performance of a contract") and lit. f ("legitimate interest") GDPR. It is in our legitimate interest to guarantee the Services' stability and security.
- Account information, e.g. information such as your name, username, login and password details, regional location information, user-generated content, contact details that you choose to provide to us, and other Personal Information that are used for participating in the Service we are offering. We process this information to provide our Services to you. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR ("performance of a contract").

#### ▼ Cookies and similar technologies

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- We use cookies. Some of these cookies are necessary for the basic functioning of the website and therefore cannot be deactivated. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR ("performance of a contract") and Art. 6 sec. 1 sent. 1 lit. f GDPR ("legitimate interest") because we have a legitimate interest to guarantee the Services' stability and security. We will use optional cookies only if you have previously consented to such use. When you visit our website with an EEA IP address, a cookie banner will appear asking you for your consent. You can manage your choice by clicking on "manage cookie preferences" in the cookie banner. We will save your choices

in the form of a cookie. This cookie has a limited effective period of one year. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. a GDPR (“consent”). In addition, you can also manage cookies using your browser settings. For further information on cookies and similar technologies see Section 3 above.

#### **▼ On our corporate websites or in job applications**

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- Information relating to a job application made by you, like your name, email address, employment details, CV, resume or other details of your employment history sent by you. We will process this information to process and respond to your job application. If you engage with Roblox in an immersive space for prospective employees, such as the Roblox Career Center, such a space may be recorded in order to provide the experience. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b GDPR (“necessary for entering into an employment contract with us”).

#### **▼ Automated Decision-Making**

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Please note that we do not use your Personal Information for automated decision making which produces legal effects concerning you or similarly significantly affects you.

#### **▼ Personal Information of Children and Parental Consent**

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Please note that when users under the age of 13 register for the Service, their account is automatically set to privacy-protective settings by default. This means that these users will not have access to certain features, such as social media plug-ins, some forms of third party advertising, and certain types of notification alerts.

When a child creates an account on Roblox, we may process a username, password, birthdate, and gender (gender is optional). Separate from account creation, users may optionally provide a parent email address. We process this information to give the user access to the Service and to communicate with the parent about the child’s account (if a parent email was provided). For example, we may use the parent’s email to send an email notification about the child’s account and an invitation for the parent to review the account and update settings. We may use the birthdate the child provides when signing up for the Service to determine which features on Roblox the child should have access to and to determine when the child will turn 13 years old and can be given broader access to features on our Service. This processing activity is based on Article 6 sec. 1 sent. 1 lit. b GDPR (“performance of a contract”). In general, we will not use or share account information (including Personal Information) from a child’s account except for the permissible purposes stated in this Privacy Policy, and, if required by law, only with the prior verifiable consent of a parent or legal guardian (Article 6 sec. 1 sent. 1 lit. a and Article 8 sec. 1 GDPR).

#### **▼ Data Sharing**

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Roblox may share users' information, including Personal Information like billing information or usernames, with our third-party agents, contractors, or service providers who are hired to perform services on Roblox's behalf.

These providers may operate or support certain functions of the Service. Below is an illustrative list of functions for which we may use third party service providers and the names of the providers we may use to perform these functions:

- Account Integrity and Security (e.g., Veriff, Persona, Arkose Labs);
- Analytics services (e.g., Google LLC);
- User Acquisition services (e.g., AppsFlyer);
- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social Media Log-in (e.g., SAP Customer Data Cloud);
- Billing services and payment gateway providers (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Playstation, Meta Quest, Xsolla); and
- Hosting and content delivery network services (e.g., AWS, Equinix, CenturyLink, YouTube, Vimeo).

The legal basis for this data transfer and processing activity is Article 28 of GDPR in conjunction with the data processing agreements we concluded with respective third-party agents. These agents and contractors are only allowed to use the information shared with them only for the specific tasks they've been hired to do and consistent with this Privacy Policy, and for no other purposes. Roblox takes steps to ensure that all service providers with access to Personal Information are capable of protecting the information we share with them.

Further, the creators of the experiences you use or content you interact with will have access to your username, display name, user ID, game metrics, UGC transaction details, and your regional location (which we base on your IP address). We do not share your IP address with the creators. We provide creators with the regional location of players to determine their player base and make sure their experiences meet the legal requirements of the country you live in. The legal basis for this processing activity is Article 6 sec. 1 sent. 1 lit. b ("performance of a contract"), Article 6 sec. 1 sent. 1 lit. c ("compliance with legal obligation") in compliance with the respective EEA or Member State law and lit. f ("legitimate interest") GDPR. It is the creators' legitimate interest to comply with non-EEA legal obligations.

With your consent, Roblox will disclose information collected from or about you with advertisers and/or advertising measurement companies to select advertisements for you, or measure and improve advertising effectiveness. Data disclosed for this purpose includes contact identifiers and device identifiers. The legal basis for this processing activity is Article 6 sec. sent. 1 lit. a ("consent").

If you directly interact with a Commerce Provider to purchase a Commerce Product(s) on Roblox, Roblox and the Commerce Provider may need to exchange information about your purchase in order

to fulfill the transaction. This involves Roblox or the Commerce Provider creating a transaction identifier that allows each party to confirm certain information about the transaction, such as whether a purchase has been completed. The legal basis for data sharing required to facilitate a purchase you make through a fulfillment partner is Article 6 sec. 1 sent. 1 lit. b (“performance of a contract”).

### ▼ *Legal disclosure*

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We may disclose Personal Information about you, including the content of your communications on the Service, to comply with legal process, including court orders and subpoenas, served on our Service. In addition, we also may disclose Personal Information about you, including content, in response to a request from law enforcement agencies, regulators, or other public agencies (including schools or children services), if we believe that there is a risk to user safety or security, and collaborating with other organizations when necessary to protect users, or if such disclosure may (i) prevent the instigation of a crime, (ii) facilitate an investigation related to public safety or protect the safety of a user on our Service, (iii) protect the security or integrity of our Service, or (iv) enable us to take precautions against liability or to protect our rights or the rights of others. The legal basis for such disclosure is Article 6 sec. 1 sent. 1 lit. c (“compliance with legal obligation”) in compliance with the respective EEA or Member State law and lit. f (“legitimate interest”) GDPR. It is our legitimate interest to comply with the legal requirements of U.S. law. Further, we have a legitimate interest in these purposes.

### ▼ *Storage and international transfer of your Personal Information*

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Roblox is based in the U.S. Your Personal Information that we collect is sent to and stored on secure servers located in the United States of America. Such storage is necessary in order to process the information. Some of our agents and third-party service providers are located outside the European Economic Area, e.g. the United States. The data protection laws of the United States or other countries may not be as comprehensive or equivalent to those in your country of residence. Wherever we transfer your Personal Information, we will take reasonable steps to ensure that your privacy rights continue to be protected, e.g. conclude the [EU Standard Contractual Clauses](#) with third parties.

### ▼ *Your rights as a Data Subject*

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If you are a user based in the European Economic Area, you may be entitled to exercise some or all of the following rights:

- Request (i) information whether your Personal Information is retained and (ii) access to or duplicates of your Personal Information retained, including the purposes of the processing, the categories of Personal Information concerned, and the data recipients as well as potential retention periods;
- Request rectification, removal or restriction of your Personal Information, e.g. because (i) it is incomplete or inaccurate, (ii) it is no longer needed for the purposes for which it was collected, or

- (iii) the consent on which the processing was based has been withdrawn;
- Refuse to provide and – without impact to data processing activities that have taken place before such withdrawal – withdraw your consent to processing of your Personal Information at any time;
  - Object, on grounds relating to your particular situation, to processing of your Personal Information, in case such processing is either based on our or a third party's legitimate interests or on a performance of a task carried out in the public interest. In this case, please provide us with information about your particular situation. After the assessment of the facts presented by you we will either stop processing your Personal Information or present you our compelling legitimate grounds for an ongoing processing;
  - Object to the use of your Personal Information for direct marketing at any time;
  - Request (i) to receive the Personal Information concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and (ii) to transmit those data to another controller without hindrance from our side. Where technically feasible you shall have the right to have the Personal Information transmitted directly from us to another controller.
  - You may (i) exercise the rights referred to above, (ii) pose any questions, or (iii) make any complaints regarding our data processing by contacting us under the contact details set out above in Sec. 1.

Further, you may take legal actions in relation to any potential breach of your rights regarding the processing of your Personal Information, as well as to lodge complaints before the competent data protection regulators.

## ▼ If you live in Brazil

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### ▼ Categories of Personal Information and Data Processing Purposes

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In the course of visiting our websites and apps, and/or using our services and products, we may process the following Personal Information:

#### ▼ Setting up a Roblox account

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- Username and password to create your account.
- Email addresses and other information you provided us with for added verification and/or to enable certain features. Roblox has a legitimate interest in providing a safe and secure Service, especially to protect children.
- If you choose to provide a phone number, we will use the phone number for security and account access purposes, which will allow you to log in via mobile and recover a lost or forgotten password. You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Roblox or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. We have a legitimate interest in enabling you to use our Services via your mobile device, ensuring security, and preventing fraud. Additionally, with your explicit and informed consent, we may use your phone number to recommend you as a friend to others using Roblox.

- Billing and payment information, when you participate in Developer Exchange or purchase virtual currency or premium subscriptions on behalf of yourself or another user, including your name, billing address, credit card or other payment information and billing information. You may choose to save information such as your credit card number through a third-party payment provider; in such cases the information is not stored by Roblox; it is stored with the third-party partner. We may also retain transaction details and purchase and payment history. If you purchase Robux on behalf of another Roblox user, we collect contact information, such as email or phone number, in order to communicate with you about the transaction.

#### ▼ Posting content

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- Comments or messages you post or transmit on Roblox via public chats, forums, group walls, personal post, etc. We process this information to monitor, filter and moderate this information for the purposes of being able to remove profanity, Personal Information, and other inappropriate conversations. Additionally, we may use pre-filtered comments and messages for other purposes such as training and improving our filter technology. Please note that any Personal Information submitted by you in forums and similar means offered by us is available to anyone who has access to this forum including other users. The Personal Information posted by you can be read, collected or used by other users of these forums and could be used to send unsolicited messages.

#### ▼ Asking questions or getting technical support

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- Information relating to contacting our customer service, e.g. when you report a problem, submit questions, concerns or comments. We may process your email address, your name and information relating to your inquiry or concern in order to respond to your communications, fulfill your requests, or provide other customer support.

#### ▼ Using Roblox Features

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- Information relating to your use of or interaction with third party plug-ins, e.g. social plugins from Google, Facebook or Twitter. When you use these features, certain information from your social media accounts may be accessed by or shared with Roblox, and likewise, certain information about your use of Roblox may be posted to your profile on those platforms. If you use your Roblox credentials to sign in to a third-party website or service, and later delete your Roblox account, you may lose access to such third-party website or service.
- When you use voice based services from Roblox, we will collect, process, and store your voice recording to enable voice services and make our voice-related services safer. We will not engage in training or product improvement with private server voice chat recordings of Brazil users. With your consent, we will use voice recordings to inform training and product improvement.

- When you request or agree to location-based services (users 13 years old and older), we may collect and track geolocation information so that we can offer services that depend on us knowing where you are. Examples are check-in, or personalizing content or advertising. We collect this information by using an identifier on your device or browser so that we can recognize you each time you return. To stop us collecting your location information, you can update your device settings, stop using the service, or uninstall our mobile apps.
- If you join our experiences on a VR platform, we will collect your physical movement information in order to replicate your movement in the experience. This information is only used to provide the Service and is not stored.
- If you join a virtual event hosted by a Creator, data such as your username, email, and Roblox user ID may be shared with the third-party platform that hosts events. Such data is used to allow you to log in to the experience. Your activity during a Creator Event is subject to the third party platform's privacy policy as well as the [Roblox Community Standards](#).
- Information required for additional features that require the use of your camera or upload content that contains your Personal Information. If you decide to use these features and upload content, we will collect, process, and store that content only for as long as needed to accomplish the purpose of the feature. For more information, please refer to the [Roblox Facial Animation Privacy Policy](#).
- Information required for other features or activities, which may be available to our users other than children. We may offer other features or activities on our Services from time to time, and you may be able to submit or upload Personal Information in connection with such features. The data being collected for such features and their intended uses will be evident at the time of data collection.
- If you opt-in to the Contact Importer feature, you consent to sharing with Roblox the first and last names and phone numbers of your contacts in your address book on your mobile phone, either at the time you register for our Service or otherwise. We do so to help you connect with your friends on our Service.
- Interacting with our experiences. To improve your experience and ensure safety, we collect information about how you interact with the Services and we connect this information with your account. For example, we may collect information from a user's game state to detect violations of our Terms and to improve our ability to detect such violations; collect information about your behavior when you interact with your device for security and safety purposes; collect information from your search history to give you similar recommendations; share information like your username and transaction details to the UGC creator or subsequent owners, if you acquire a limited item if you purchase, share, trade, or otherwise engage in a transaction involving UGC.

#### ▼ Competitions, promotions, and research

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- When you respond to or participate in voluntary research or surveys or studies. These surveys may collect information about your likes and dislikes, experience interests and habits, general hobbies and interests, and other lifestyle information or preferences. These surveys may ask for Personal Information.

- Information relating to your participation in contests, competitions, sweepstakes, giveaways, prize draws or other promotions that we may run on our Service or sponsor from time to time. We may process certain contact information (such as your name, email address, and/or phone number) for prize fulfillment purposes, as well as other information or content needed for the specific promotion.

#### ▼ Advertising

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- To market our services, inter alia, via social media platforms in order to bring new users to our websites and to maintain and increase our user base, we may process Personal Information such as IP addresses, information on users' browser or operating system, including language settings, regional location information and user names or user IDs.
- When you choose to create an Ad Account, we may collect additional information for your account (such as name, email, address, business information, etc.) in order to create an account. We may also retain transaction details and purchase and payment history.

#### ▼ If you're a developer or creator

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- Information required for participating in our Roblox Developer Exchange Program, like the IRS W-9 form (for U.S. taxpayers) or W-8 form (for non-U.S. taxpayers). It is our legitimate interest to comply with the legal requirements, especially with regard to U.S. anti-money laundering laws.

#### ▼ Other purposes for collecting your information

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- Login information, which may include your IP address, device type, username, password, date and time of your visit, information on your browser version, information on your operating system, including language settings, MAC addresses, and User ID. We will process this information to provide you with our Service. It is in our legitimate interest to guarantee the Services' stability and security.
- Account information, e.g. information such as your name, username, login and password details, regional location information, user-generated content, contact details that you choose to provide to us, and other Personal Information that are used for participating in the Service we are offering. We process this information to provide our Services to you.

#### ▼ Cookies and similar technologies

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- We use cookies. Some of these cookies are necessary for the basic functioning of the website and therefore cannot be deactivated. We will use optional cookies only if you have previously consented to such use. You can manage your choice by clicking on "manage cookie preferences" in the cookie banner. We will save your choices in the form of a cookie. This cookie has a limited effective period of one year. In addition, you can also manage cookies using your browser settings. For further information on cookies and similar technologies see Section 3 above.

- Information relating to a job application made by you, like your name, email address, employment details, CV, resume or other details of your employment history sent by you. If you engage with Roblox in an immersive space for prospective employees, such as the Roblox Career Center, such a space may be recorded in order to provide the experience. We will process this information to process and respond to your job application.

#### ▼ *Automated Decision-Making*

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Please note that we do not use your Personal Information for automated decision making which produces legal effects concerning you or similarly significantly affects you.

#### ▼ *Personal Information of Children and Parental Consent*

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Please note that when users under the age of 13 register for the Service, their account is automatically set to privacy-protective settings by default. This means that these users will not have access to certain features, such as social media plug-ins, some forms of third party advertising, and certain types of notification alerts.

When a child creates an account on Roblox, we may process a username, password, birthdate, and gender (gender is optional). Separate from account creation, users may optionally provide the user access to the Service and to communicate with the parent about the child's account (if a parent email was provided). For example, we may use the parent's email to send an email notification about the child's account and an invitation for the parent to review their child's account and update settings. We may use the birthdate the child provides when signing up for the Service to determine which features on Roblox the child should have access to and to determine when the child will turn 13 years old and can be given broader access to features on our Service.

In general, we will not use or share account information (including Personal Information) from a child's account except for the permissible purposes stated in this Privacy Policy and, where applicable, only with the prior verifiable consent of a parent or legal guardian.

#### ▼ *Data Sharing*

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Roblox may share users' information, including Personal Information like billing information or usernames, with our third-party agents, contractors, or service providers who are hired to perform services on Roblox's behalf.

These providers may operate or support certain functions of the Service. Below is an illustrative list of functions for which we may use third party service providers and the names of the providers we may use to perform these functions:

- Account Integrity and Security (e.g., Veriff, Persona, Arkose Labs);

- Analytics services (e.g., Google LLC);
- User Acquisition services (e.g., AppsFlyer);
- Community filtering and moderation services (e.g., CommunitySift);
- Customer support services (e.g., Zendesk);
- Surveys and promotions (e.g., Reach3);
- Social Media Log-in (e.g., SAP Customer Data Cloud);
- Billing services and payment gateway providers (e.g., Kount, Worldpay, PayPal, Incomm, Blackhawk, Google, Apple, Amazon, Windows Store, Xbox, Playstation, Meta Quest, Xsolla); and
- Hosting and content delivery network services (e.g., AWS, Equinix, CenturyLink, YouTube, Vimeo).

These agents and contractors are only allowed to use the information shared with them only for the specific tasks they've been hired to do and consistent with this Privacy Policy, and for no other purposes. Roblox takes steps to ensure that all service providers with access to Personal Information are capable of protecting the information we share with them.

Further, the creators of the experiences you use or content you interact with will have access to your username, display name, user ID, game metrics, UGC transaction details, and your regional location (which we base on your IP address). We do not share your IP address with the creators. We provide creators with the regional location of players to determine their player base and make sure their experiences meet the legal requirements of the country you live in.

With your consent, Roblox will disclose information collected from or about you with advertisers and/or advertising measurement companies to select advertisements for you, or measure and improve advertising effectiveness. Data disclosed for this purpose includes contact identifiers and device identifiers.

If you directly interact with a Commerce Provider to purchase a Commerce Product(s) on Roblox, Roblox and the Commerce Provider may need to exchange information about your purchase in order to fulfill the transaction. This involves Roblox or the Commerce Provider creating a transaction identifier that allows each party to confirm certain information about the transaction, such as whether a purchase has been completed.

### **▼ Legal disclosure**

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We may disclose Personal Information about you, including the content of your communications on the Service, to comply with legal process, including court orders and subpoenas, served on our Service. In addition, we also may disclose Personal Information about you, including content, in response to a request from law enforcement agencies, regulators, or other public agencies (including schools or children services), if we believe that there is a risk to user safety or security, and collaborating with other organizations when necessary to protect users, or if such disclosure may (i) prevent the instigation of a crime, (ii) facilitate an investigation related to public safety or protect the safety of a user of our Service, (iii) protect the security or integrity of our Service, (iv) enable us to take

precautions against liability or to protect our rights or the rights of others, or (v) when otherwise required by applicable laws.

### ***▼ Storage and international transfer of your Personal Information***

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Roblox is based in the U.S. Your Personal Information that we collect is sent to and stored on secure servers located in the United States of America. Such storage is necessary in order to process the information.

Some of our agents and third-party service providers are located outside of Brazil, e.g. the United States. The data protection laws of the United States or other countries may not be as comprehensive or equivalent to those in Brazil. Wherever we transfer your Personal Information, we will take reasonable steps to ensure we rely on a legitimate international transfer mechanism, as set out in Brazilian data protection laws.

### ***▼ Your rights as a Data Subject***

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As a data subject located in Brazil, you have rights regarding your Personal Information. We provide mechanisms, as detailed below, so that you have clarity and transparency in exercising your rights. As a data subject, you have the following rights:

- Confirm whether or not we process your Personal Information
- Access your Personal Information
- Correct incomplete, inaccurate, or outdated Personal Information
- Anonymize, block or delete unnecessary, excessive Personal Information or data processed in non-compliance with LGPD
- Port your Personal Information to another service provider, upon express request and subject to our trade secrets, in accordance with the regulations of the supervisory authority
- Delete Personal Information processed under your consent if it is withdrawn, when applicable
- Request information about public and private entities with which we shared your Personal Information
- Request information about the possibility of not providing consent and about the consequences of doing so
- Withdraw your consent, where applicable
- Request information about with whom we share your Personal Information
- Object to processing activities that violates LGPD's provisions

Before responding to any of your requests, we may ask you to provide us with some information to confirm your identity. We will only respond to your request after validating your identity.

Please also note that these rights are not absolute and may not apply in certain circumstances. For example, we may continue to process and retain Personal Information regardless of your request to delete, object, block or anonymize it, to comply with legal, contractual and/or regulatory obligations,

and to protect and exercise rights, including in judicial, administrative and arbitration proceedings, and as otherwise required by law. To exercise your rights or ask questions, you can contact us by completing this [Customer Support Form](#). To appeal a decision about your privacy rights, please contact our Brazilian Data Protection Officer by emailing [privacy@roblox.com](mailto:privacy@roblox.com), or otherwise reaching out to us as described in Section 1.

## ▼ Summary of Recent Changes

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- We have added information about how we will enable authentication when accounts age down below age 13.
- We have added information about data collection when purchasing Roblox for someone else. We have updated language pertaining to the information we collect and share for safety and security purposes.
- We have added information about the data that is processed when users elect to receive personalized ads on Roblox.
- We added information about data processing relating to Roblox Commerce.

*Effective Date: November 6, 2024*

*Last Updated: November 6, 2024*

# EXHIBIT 7

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**Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
4/18/2025 3:50 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By C. Vega, Deputy Clerk**

Counsel for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF LOS ANGELES – COMPLEX CIVIL**

MICHAEL GARCIA, SALENA GARCIA,  
AND R.G., a minor, by her guardian Michael  
Garcia, on behalf of themselves and all others  
similarly situated

**Plaintiff,**

V.

ROBLOX CORPORATION, a Delaware corporation, and DOES 1-10, inclusive,

## Defendants.

CASE NO. 25STCV11498

*Assigned to*

## **CLASS ACTION COMPLAINT FOR:**

1. CALIFORNIA INVASION OF PRIVACY ACT (CIPA)
  2. CALIFORNIA CONSUMER PRIVACY ACT (CCPA)
  3. CALIFORNIA “SHINE THE LIGHT” LAW
  4. CALIFORNIA UNFAIR COMPETITION LAW
  5. INTRUSION UPON SECLUSION
  6. VIOLATION OF CALIFORNIA CHILDREN’S ONLINE PRIVACY PROTECTIONS

## JURY TRIAL DEMANDED

## I. INTRODUCTION

1. Plaintiffs bring this class action on behalf of all California residents who have used the Roblox platform since July 1, 2021 – including minors and their parents – against Defendant Roblox Corporation (“Roblox”) for unlawful tracking and data-harvesting practices. Roblox has surreptitiously collected users’ personally identifiable data (notably children’s data) through covert device fingerprinting, keylogging, and cross-platform surveillance on its website and apps, all without users’

knowledge or consent. This action seeks to hold Roblox accountable for violating California’s privacy and consumer protection laws, including the California Invasion of Privacy Act, the California Consumer Privacy Act (as amended by the CPRA), California’s “Shine the Light” law, the Unfair Competition Law, the common law tort of Intrusion Upon Seclusion, and California’s children’s online privacy provisions (such as the Age-Appropriate Design Code and COPPA-related duties). Plaintiffs seek injunctive relief to stop these practices, statutory damages (e.g. \$5,000 per violation under CIPA, \$3,000 per willful violation under Shine the Light), as well as declaratory, restitutionary, and punitive relief to punish and deter Roblox’s conduct.

**A. Roblox’s Platform Dominated by Children**

2. Roblox operates a massively popular online “metaverse” of user-created games and virtual experiences. Many of its users are children under 13 – roughly 60% of Roblox’s daily active users were 13 years of age and older, and 40% were under the age of 13.<sup>1</sup> Roblox’s business model targets young audiences through child-friendly branding and content. By design, Roblox knew or should have known that a significant portion of its users are minors. Despite this, Roblox has engaged in data practices that track, profile, and exploit these minors across devices and over time. Roblox’s own privacy disclosures acknowledge that it displays targeted ads to users and “tracks users on the service and across the internet over time,” even while claiming not to sell personal data. In reality, Roblox shares user personal information with third parties for marketing and personalized advertising and even permits third-party companies to collect data from Roblox users for their own purposes. These practices violate California statutes and offend public policy by intruding on consumers’ and children’s privacy.

**B. Summary of Violations**

3. Forensic analysis shows that Roblox’s website and mobile apps embed hidden code that tracks users from the moment they visit or launch Roblox – even if they do not log in or have an account. Roblox secretly deploys techniques such as canvas fingerprinting (using the HTML5 Canvas API to

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28 1 [Roblox 10-k filing for fiscal year ended December 31, 2024](#), filed February 18, 2025, SEC Accession Number:  
0001315098-25-25632911.

1 generate a unique device rendering signature) and audio fingerprinting (using the Web Audio API to  
2 capture device-specific acoustic signatures) to create a persistent profile of a user’s device. Roblox sets  
3 unique identifiers and cookies on user devices before any login or age verification, enabling it to  
4 recognize and track users on return visits and across different platforms. Roblox’s systems capture  
5 extensive device and session information – including browser type and settings, installed fonts/graphics  
6 data, IP address, screen resolution, device identifiers, and other digital signatures – and transmit this  
7 information to Roblox’s servers for analysis. These tracking signals have been documented in network  
8 logs (HTTP Archive “HAR” files and packet captures) using tools like Chrome DevTools, Charles  
9 Proxy, and Wireshark, confirming that Roblox covertly harvests data from users (including minors) on  
10 an ongoing basis. Roblox also employs persistent identifiers (for example, a browser cookie or local  
11 storage key known as “.RBXID”) to tag users’ browsers/devices. This allows Roblox to link a user’s  
12 actions across multiple sessions and even across devices, effectively conducting cross-platform  
13 surveillance (for instance, connecting a user’s web browser identity with their mobile app activity)  
14 without transparent notice or consent.

15 **C. Third-Party Data Sharing**

16 4. Roblox’s tracking apparatus is not used solely for internal functionality – it also sends  
17 user data to third-party analytics and advertising partners. Roblox’s code causes users’ devices to  
18 silently communicate with domains and services beyond the core game content delivery. For example,  
19 Roblox owns and operates a dedicated tracking domain “rbxtrk.com” used for collecting user data.  
20 Roblox also integrates third-party services such as Arkose Labs (a bot-detection and fraud prevention  
21 vendor) whose scripts run on Roblox and gather detailed device and behavior information from users  
22 (including minors) as part of security checks. Further, Roblox includes analytics and marketing trackers  
23 (like Google Analytics and other advertising pixels) that result in users’ personal information being  
24 transmitted to outside companies for profiling and ad targeting. Roblox’s own privacy policy evaluation  
25 confirms that personal information is shared with third parties and used for analytics and third-party  
26 marketing, including the creation of data profiles for personalized ads. In practical terms, children on  
27 Roblox are being tracked and profiled by ad-tech partners without their or their parents’ knowledge.  
28 This secret data sharing with third parties violates multiple California privacy laws – including the

1 Shine the Light law's requirements about disclosing third-party data sharing – and contravenes the  
2 reasonable expectations of parents and young users regarding a “safe” online play environment.

3           **D. No Consent or Adequate Disclosure**

4       5. At no point do Roblox’s child users or their parents provide knowing, informed consent  
5 to this intensive tracking. No conspicuous opt-in consent is requested when personal information is first  
6 collected from minors. Roblox’s user interface and onboarding process do not warn that the child’s  
7 device will be fingerprinted or that data will be transmitted to third-party marketing and analytics  
8 services before any account creation or permission. In fact, Roblox’s design bypasses parental consent  
9 entirely, even though Roblox knows it is collecting personal information from children under 13.  
10 Roblox’s policies implicitly acknowledge that the service is used by children under 13 and that personal  
11 data from those children is collected, yet “parental consent is not required before personal information  
12 is collected or disclosed” for those users. This practice directly violates the California Consumer  
13 Privacy Act/Privacy Rights Act (which imposes opt-in consent for sharing data of consumers under 16,  
14 and parental consent for under 13) and flouts California’s stringent protections for minors’ data  
15 (including the Age-Appropriate Design Code’s requirement of high default privacy settings for  
16 minors). Plaintiffs have compiled detailed technical evidence of these practices , and through this action  
17 seek to put an end to Roblox’s unlawful exploitation of its users’ data – especially the personal data of  
18 children.

19           **II. JURISDICTION AND VENUE**

20       6. This Court has subject matter jurisdiction over this action under Code of Civil Procedure  
21 §410.10. The causes of action arise under California statutes and California common law, and the relief  
22 sought exceeds the jurisdictional minimum of this Court. This case is not subject to exclusive federal  
23 jurisdiction, as it asserts no federal causes of action and concerns California laws of general  
24 applicability.

25       7. Roblox Corporation is subject to personal jurisdiction in California. Defendant is a  
26 Delaware corporation headquartered in San Mateo County, California. Roblox conducts substantial  
27 business in California, including maintaining its principal offices here and operating an online platform  
28 used by millions of California residents (including the proposed Class members). The wrongful acts

1 alleged in this Complaint were conceived, directed, and executed from California, and Roblox has  
2 knowingly engaged in unlawful practices to the detriment of Californians, purposefully availing itself  
3 of California law.

4        8.      **Venue is proper** in this Court pursuant to California Code of Civil Procedure §§ 395(a)  
5 and 395.5. Although Plaintiffs Michael Garcia, Salena Garcia, and minor R.G. reside in San Diego  
6 County, and Defendant Roblox Corporation is headquartered in San Mateo County, venue is proper in  
7 Los Angeles County because Defendant conducts substantial business throughout California, including  
8 within this County. A substantial part of the acts and omissions giving rise to Plaintiffs' and the Class's  
9 claims occurred in this County, including the collection and exploitation of personal data in violation  
10 of statutory and common law rights. Plaintiffs and Class Members suffered harm in this County, making  
11 venue appropriate.

### **III. PARTIES**

13       9. Plaintiff Michael Garcia is an adult individual and a resident of San Diego County,  
14 California. He is the father and legal guardian of Plaintiff R.G., a minor. Michael Garcia created a  
15 Roblox user account and has used the Roblox platform, including the Roblox website and mobile app,  
16 in California. He allowed his 12-year-old daughter R.G. to use Roblox during the relevant period, under  
17 the belief that it was a safe, child-friendly service. Michael Garcia's own personal information (such as  
18 device details and usage data) was also collected when he used Roblox, and his rights as a consumer  
19 and as a parent were violated by Roblox's conduct. He brings this action both on his own behalf and  
20 on behalf of his minor daughter R.G. Michael Garcia has a strong interest in protecting his child's  
21 privacy and preventing unauthorized tracking of his child's online activities. Had he known that Roblox  
22 was engaging in pervasive surveillance of his daughter's device and interactions, he would have taken  
23 steps to prevent or limit R.G.'s use of the platform.

24       10. Plaintiff Salena Garcia is an adult individual and resident of San Diego County,  
25 California. She is the stepmother of Plaintiff R.G. and has also used the Roblox platform in California.  
26 Salena Garcia maintained a Roblox user account to monitor or participate in her stepdaughter's online  
27 play. In doing so, her personal information and usage data were likewise tracked by Roblox without  
28 consent. She joins this action to represent the interests of herself and other California users who were

1 subjected to Roblox's data collection practices. As a parent-figure to a Roblox user, Salena Garcia was  
2 misled about the privacy protections in place and suffered a loss of control over personal and familial  
3 information.

4       11. Plaintiff R.G. is a 12-year-old minor residing in San Diego County, California. Her  
5 brings this action through her father and guardian, Michael Garcia. R.G. has been a frequent Roblox  
6 user since approximately 2021 (from around age 8 or 9 through his current age 12). She has accessed  
7 Roblox via multiple platforms, including using a web browser on a home computer and the Roblox app  
8 on a smartphone/tablet. At all relevant times, R.G. was under the age of 13 and legally incapable of  
9 providing consent to the collection of her data. Each time R.G. visited Roblox's website or opened the  
10 Roblox app, Roblox's software immediately and invisibly harvested information from her device (such  
11 as unique device fingerprints, persistent identifiers, and detailed telemetry about her behavior) without  
12 any notice to or permission from R.G. or her parents. R.G. – through his guardian – seeks relief for the  
13 unlawful invasion of her privacy and the violation of her statutory rights as a minor under California  
14 law.

15       12. Defendant Roblox Corporation ("Roblox") is a Delaware corporation with its principal  
16 place of business in San Mateo County, California. Roblox develops, owns, and operates the "Roblox"  
17 online platform, which is accessible via web browsers at roblox.com and through Roblox applications  
18 on various operating systems (including Windows, macOS, iOS, Android, and gaming consoles).  
19 Roblox earns substantial revenue from its platform, including sales of virtual currency ("Robux"), in-  
20 game purchases, and advertising partnerships. At all relevant times, Roblox designed, implemented,  
21 and benefitted from the data-collection architecture within its platform that is at issue in this case.  
22 Roblox acted through its employees, agents, and third-party contractors (such as analytics or security  
23 vendors) in carrying out the tracking and data interception described herein. Each such person or entity  
24 was acting within the scope of their agency or contract with Roblox, making Roblox responsible for  
25 their conduct. Plaintiffs are informed and believe that Roblox's executives and engineers knew or  
26 reasonably should have known that these practices would result in the surreptitious collection of  
27 minors' personal information in California, in direct violation of state law and public policy.

28       ///

1    **IV. FACTUAL ALLEGATIONS**

2    **A. Roblox's Business Model and Public Representations**

3    13. **The Roblox Platform – Child-Oriented by Design:** Roblox offers a virtual universe  
4 of user-generated games and social experiences accessible to anyone with an Internet connection. Users  
5 (often children) can sign up for free, create an avatar, play games created by others, chat with friends,  
6 and make in-game purchases. While registration is needed to use certain features, Roblox allows guests  
7 to browse and the mobile app begins collecting data at launch even without login. Roblox's user base  
8 includes tens of millions of children, and the company has publicly acknowledged that a large portion  
9 of its users are minors (with a significant segment under age 13). Roblox markets itself as a safe,  
10 creative environment for kids and teens – it provides parental controls and community standards  
11 ostensibly to protect younger users. However, behind this kid-friendly facade, Roblox's data practices  
12 are extraordinarily invasive, especially toward minors who do not understand they are being tracked.

13    14. **Privacy Promises vs. Reality:** Roblox's Privacy Policy and related statements (which  
14 are dense documents not readily understood by children) give the impression that Roblox cares about  
15 user privacy. For example, Roblox asserts that it does not "sell" user data. It does mention using data  
16 for personalization and advertising, but such disclosures are buried in long policies and not obvious to  
17 a child or average parent. According to an independent evaluation of Roblox's privacy practices,  
18 Roblox admits it displays targeted ads and tracks users over time across the internet. Roblox further  
19 discloses that it shares personal information for third-party marketing purposes and even allows third  
20 parties to collect data from users for their own uses. These fine-print admissions stand in stark contrast  
21 to Roblox's wholesome public image. They are also misleading: a reasonable parent would not expect  
22 that "safe for kids" means "your child will be profiled for advertising and their data shared with  
23 unknown parties." Plaintiffs and Class members reasonably relied on Roblox to follow the law and not  
24 secretly exploit their information. Roblox's failure to be transparent, and its direct violations of  
25 children's privacy rights, give rise to the claims here.

26    **B. Roblox's Tracking Technology - Device Fingerprinting and Unique IDs**

27    15. **Device Fingerprinting (Canvas & Audio):** Through technical analysis, Plaintiffs  
28 discovered that Roblox employs device fingerprinting on both its website (roblox.com) and mobile

1 apps. Device fingerprinting involves collecting various device-specific data points to create a unique  
2 “fingerprint” that can recognize a device or browser on subsequent visits. Roblox’s web client runs a  
3 script at the very initial loading of the homepage which utilizes the HTML5 Canvas element to produce  
4 an invisible image (canvas) and read pixel data from it, generating a hash unique to the user’s  
5 browser/GPU configuration. This canvas fingerprinting occurs before the user is even prompted to log  
6 in or sign up, meaning first-time visitors and “guest” users are tracked. The fingerprint (a string of  
7 letters/numbers) is then sent to Roblox’s servers (for example, to an endpoint like  
8 <https://ecsv2.roblox.com> which Roblox uses for telemetry). By this method, Roblox tags a device with  
9 a unique identifier without relying on cookies – an especially covert approach since it circumvents  
10 traditional cookie-based consent tools. In addition to canvas images, Roblox’s code also performs audio  
11 fingerprinting: it uses the Web Audio API (via an OscillatorNode and OfflineAudioContext) to generate  
12 a sound signal inaudible to the user and measures the device’s audio processing response, producing  
13 another unique hash (an audio entropy token). This audio fingerprint similarly does not alert the user  
14 and runs almost immediately on page load or app launch. Both canvas and audio fingerprints are highly  
15 invasive forms of digital biometric telemetry – they gather information about the user’s device  
16 hardware and software that can be as identifying as a fingerprint, all without the user’s awareness.

16. **Tracking Cookies and Persistent IDs:** In tandem with fingerprinting, Roblox sets and  
uses persistent unique identifiers via cookies or local storage. For example, Roblox’s web servers assign  
new visitors a cookie (commonly called “.RBXID”) as soon as they load the Roblox homepage. The  
.RBXID cookie persists in the browser even if the user does not register or log in, and it is automatically  
transmitted back to Roblox with each subsequent page request. This identifier lets Roblox recognize  
returning visitors over days or weeks. If a user later creates an account or logs in, Roblox can link their  
prior activity (logged under that RBXID or fingerprint) to their now-identified account – effectively  
retroactively de-anonymizing the user’s pre-login actions. Plaintiffs’ network traffic analysis confirms  
that Roblox’s site set multiple cookies with unique values at first contact, and those values remained  
constant across sessions. Similarly, in the Roblox mobile app, a unique device identifier is generated  
or retrieved on first launch (for instance, an Advertising ID or a Roblox-specific installation ID). That  
mobile ID is then used in communications with Roblox’s servers even if the user has not logged in,

1 tying all app activity to a persistent device profile. These persistent identifiers function as a durable tag  
2 on the user's device or browser, allowing tracking across time. Even if a user clears cookies or uses an  
3 incognito browser, the fingerprint can recognize them; and even if they switch devices, logging into  
4 the same account links those device-specific records together.

5       **17. Session Analytics and Telemetry:** Beyond unique IDs, Roblox collects a wide array of  
6 analytics data about user sessions. Internal network calls (captured in HAR logs) show that Roblox  
7 gathers information such as: what pages or game listings a user views, how the user's cursor moves or  
8 which buttons are clicked, the referral source (e.g. an external link or search query that led the user to  
9 Roblox), and detailed telemetry about the app's performance on the device. For example, Plaintiffs  
10 observed requests to a Roblox endpoint <https://metrics.roblox.com> that included parameters detailing  
11 user behavior and device metrics. Roblox also pings endpoints like <https://tracing.roblox.com> and  
12 <https://lms.roblox.com/report>, which appear to log user events and possibly load tracking pixels (one  
13 "lms" call returned a 1x1 transparent pixel to the browser). All of this happens invisibly in the  
14 background. None of these data points are necessary for providing the core gaming service to a one-  
15 time visitor or child playing a game. Instead, they seem aimed at profiling users for Roblox's  
16 commercial purposes – such as advertising optimization, personalized content delivery, or detecting if  
17 a user might be a previously banned account. In effect, Roblox is recording a user's every interaction  
18 (mouse movements, keystrokes, navigation choices) to feed its data analysis engines.

19       **18. Cross-Platform Surveillance:** Roblox encourages users to engage across devices (a  
20 child might browse games on a laptop, then play on a phone). Roblox's data collection is designed to  
21 unify these interactions. Through the combination of fingerprinting and persistent IDs, Roblox can  
22 determine if the same person is using the service on different devices or browsers. For instance, if a  
23 user first tries Roblox on a home computer (acquiring a certain canvas fingerprint or cookie) and later  
24 installs Roblox on a tablet (which sends device info and likely prompts login to the same account),  
25 Roblox can correlate the two and know they belong to one profile. Even without an account, similar  
26 fingerprinting algorithms on web and app can probabilistically match a user. This allows Roblox to  
27 follow a child's online activities wherever they go, as long as they are interfacing with Roblox in some  
28 form. The result is a form of continuous surveillance – Roblox builds a comprehensive data profile of

1 its users (including children), combining their behaviors across platforms and over time. A user cannot  
2 escape the tracking by switching devices or using “private” browsing; the system is engineered to defeat  
3 those user privacy measures.

4 **C. Involvement of Third Parties in Data Collection**

5 **19. Third-Party Trackers (Analytics, Security, Advertising):** Some of Roblox’s tracking  
6 features are implemented with third-party code or result in data being sent to third-party servers. Arkose  
7 Labs is one example: Roblox uses Arkose’s “FunCaptcha” service for bot detection during sign-ups  
8 and logins. When a user interacts with Roblox’s sign-up or login forms, Arkose Labs scripts execute,  
9 collecting detailed device fingerprints (such as browser environment info and even user behavior  
10 patterns like mouse movements or typing cadence) to assess if the user is a bot. While fraud prevention  
11 can be legitimate, Arkose – a third party – then has access to data about Roblox’s users (including  
12 children’s device and behavioral info) for its own analysis. Roblox has also begun integrating  
13 advertising and marketing analytics partners into its platform. By 2024, Roblox announced partnerships  
14 to introduce immersive ads and measure ad engagement – for instance, working with Integral Ad  
15 Science (IAS) to track ad viewability. Such partnerships inevitably involve third-party tracking pixels  
16 and scripts being embedded in Roblox experiences. Additionally, Roblox likely uses common analytics  
17 providers (like Google Analytics, mentioned above, or others such as Mixpanel or Facebook Analytics)  
18 to track user acquisition and usage. Plaintiffs’ investigation noted that Roblox’s web pages made  
19 requests to domains associated with known analytics and social media platforms – for example, a call  
20 to a URL path containing “/pixel”, suggesting a Facebook or similar marketing pixel. Each such third-  
21 party request represents user information being sent to an external server (whether owned by Roblox  
22 or not) without the user’s awareness. In many instances, these external domains drop their own cookies  
23 or identifiers on the user’s device, further augmenting the tracking.

24 **20. Concealment of Tracking Activities:** Roblox has designed its platform to conceal this  
25 extensive data collection from users. The company does not prominently warn users or parents that by  
26 using the service, they will be subject to constant monitoring. The data flows occur behind the scenes,  
27 often using innocuously named domains or URLs that would not raise an obvious red flag to a  
28 layperson. A reasonable parent allowing their child to play Roblox would assume that if the child hasn’t

1 given any personal info (or if they’re using a “guest” mode), the child’s privacy is being respected. In  
2 reality, Roblox treats every user – even a 10-year-old on their first visit – as a data source to be tapped.  
3 The forensic evidence compiled makes clear that these practices are systematically deployed.  
4 Moreover, it appears Roblox took steps to avoid detection and consent requirements: for example, by  
5 using device fingerprinting which is harder for users to notice or block than cookies. Roblox knew that  
6 explicitly asking for consent (especially from parents on behalf of kids) would likely result in many  
7 refusing such tracking. Thus, Roblox chose to “take the data first and ask forgiveness (or forgiveness  
8 by obscurity) later.” This conduct was willful and knowing – not an accident or an oversight. It  
9 demonstrates an intent to subvert user privacy choices in pursuit of data collection.

10           21. **Impact on Plaintiffs:** Roblox’s practices impacted Plaintiffs directly. Each time minor  
11 R.G. used Roblox (whether via the website or mobile app), her device was fingerprinted and her  
12 activities were silently recorded. For example, when R.G. first visited Roblox’s homepage on a  
13 browser, a unique canvas fingerprint of her device was computed and sent to Roblox’s servers (creating  
14 a lasting identifier for that browser). When R.G. later installed the Roblox app on her smartphone, the  
15 app immediately transmitted the phone’s identifier (and likely an Advertising ID plus a new fingerprint)  
16 back to Roblox. Neither R.G. nor her father/guardian were ever given a chance to consent to this data  
17 collection, nor even made aware it was occurring in the background. As a result, Roblox likely compiled  
18 a detailed profile on R.G. that includes which games she plays, when and for how long she plays, what  
19 device(s) she uses, and possibly inferences about his preferences or habits. Roblox may have shared or  
20 utilized R.G.’s data to tailor in-app content or ads – in essence, treating a young child as just another  
21 consumer to be behaviorally analyzed and targeted. Plaintiff Michael Garcia, as a parent, was also  
22 directly harmed: he was misled about Roblox’s safety and privacy, and his right to control his child’s  
23 personal information was taken away without his knowledge. Both the child and parents suffered a loss  
24 of privacy and security that California law endeavors to protect.

## **V. CLASS ALLEGATIONS**

22. Class Definition: Plaintiffs seek to represent a class defined as:

All individuals who, at any time from July 1, 2021, to the present, were California residents and either (a) used the

1                   Roblox platform (website or app) while under the age of 18,  
2                   or (b) are the parents or legal guardians of such individuals.

3                  23. This “Class” includes both: (a) minor users of Roblox (including current minors and  
4                  those who were minors during the class period), and (b) the parents/guardians of those minor users. For  
5                  clarity, individuals who are now adults but used Roblox as minors during the class period are included  
6                  (they can affirm these claims on reaching adulthood), as are current minors whose claims are asserted  
7                  through their guardians. Excluded from the Class are Defendant Roblox and its officers and employees;  
8                  any judge presiding over this case and their immediate family; and any individuals who have already  
9                  settled or released their claims regarding these issues.

10                 24. Plaintiff R.G. and Plaintiffs Salena Garcia and Michael Garcia, as the guardians of  
11                 Plaintiff R.G., also seek to represent the *Children Under 13 Subclass* (California Subclass # 1) defined  
12                 as follows:

13                 All individuals who, at any time from July 1, 2021, to the  
14                 present, were California residents under the age of 13 who  
15                 used the Roblox platform (website or app), and from whom  
16                 Roblox collected personal information without first  
17                 obtaining verifiable parental consent.

18                 25. The Primary Class and the California Subclasses are together referred to herein as the  
19                 “Class” unless otherwise specified.

20                 26. Excluded from the Class are the following individuals and/or entities: Defendant and  
21                 Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant  
22                 has a controlling interest; all individuals who make a timely election to be excluded from this  
23                 proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this  
24                 litigation, as well as their immediate family members.

25                 27. Plaintiffs reserve the right to modify or amend the definition of the proposed classes as  
26                 appropriate.

27                 28. Numerosity: The Class is so numerous that joinder of all members is impracticable.  
28                 Roblox’s user base in California includes hundreds of thousands (if not millions) of minors and their  
29                 parents. Roblox boasts over 50 million daily active users globally, with tens of millions in the United  
30                 States. Approximately 32.5 million Roblox users globally are under age 13, and a significant portion

1 of those are in California. The precise number of Class members is within Roblox's records, but it  
2 clearly exceeds the capacity of individual joinder.

3       29.     Commonality: Under Code Civ. Proc. § 382, "when the question is one of a common or  
4 general interest, of many persons, . . . one or more may sue or defend for the benefit of all." There are  
5 numerous questions of law and fact common to Class members, the answers to which will drive  
6 resolution of the litigation. These common questions include, but are not limited to: (a) Whether  
7 Roblox, through its website and apps, implemented systems that intercepted or recorded users'  
8 electronic communications or activities without consent; (b) Whether Roblox's data collection included  
9 the "contents" of communications or highly sensitive personal information; (c) Whether Roblox's  
10 conduct violated the California Invasion of Privacy Act (Penal Code §630 et seq.), including §631  
11 prohibiting wiretapping/unauthorized interception; (d) Whether Roblox collected personal information  
12 from children under 13 without obtaining verifiable parental consent, in violation of California law and  
13 public policy (including COPPA requirements as incorporated by state law); (e) Whether Roblox's  
14 actions violated the CCPA/CPRA by collecting personal information without required notice,  
15 sharing/selling minors' data without opt-in consent, and using data for undisclosed purposes; (f)  
16 Whether Roblox's failure to provide disclosures or processes under Civil Code §1798.83 (Shine the  
17 Light) violated Class members' rights; (g) Whether Roblox's conduct constitutes "unlawful" and/or  
18 "unfair" business acts under the Unfair Competition Law; (h) Whether Roblox's systematic tracking of  
19 minors constitutes an intrusion upon seclusion or a violation of the constitutional right to privacy; (i)  
20 The nature of injunctive relief and other remedies necessary to rectify and prevent such privacy  
21 violations; and (j) The measure of statutory damages, penalties, or restitution appropriate for Roblox's  
22 violations. These questions are common to all Class members and have common answers, as Roblox's  
23 conduct was uniform across all users (particularly all minor users and their parents were subjected to  
24 the same tracking scheme).

25       30.     Typicality: Plaintiffs' claims are typical of the Class. Each Plaintiff (the minor R.G. and  
26 her parents) was subjected to the same pattern of conduct by Roblox: using the Roblox platform resulted  
27 in secret tracking and data interception before consent. The factual background – hidden device  
28 fingerprinting, third-party data sharing, lack of notice – is the same for Plaintiffs and all Class members.

1 The legal claims (violations of CIPA, CCPA/CPRA, Shine the Light, UCL, intrusion tort, and  
2 children's privacy laws) arise from that common nucleus of operative facts. Plaintiffs have no unique  
3 defenses or circumstances that would make their claims different from those of the Class.

4       31. Policies Generally Applicable to the Class: This class action is also appropriate for  
5 certification because Defendant has acted or refused to act on grounds generally applicable to the Class,  
6 thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct  
7 toward the Class members and making final injunctive relief appropriate with respect to the Class as a  
8 whole. Defendant's policies challenged herein apply to and affect Class members uniformly and  
9 Plaintiffs' challenge of these policies hinges on Defendant's conduct with respect to the Class as a  
10 whole, not on facts or law applicable only to Plaintiffs.

11       32. Adequacy: Plaintiffs will fairly and adequately represent and protect the interests of the  
12 Class. Michael Garcia and Salena Garcia are conscientious parents who seek to vindicate not only their  
13 own and their child's rights, but also to protect all similarly situated California children and parents  
14 from Roblox's privacy abuses. They have no conflicts of interest with other Class members. Plaintiffs  
15 have retained counsel experienced in privacy, consumer protection, and class action litigation. Plaintiffs  
16 and their counsel are committed to vigorously prosecuting this action to achieve the best outcome for  
17 the Class.

18       33. Superiority and Manageability: A class action is superior to other available methods for  
19 the fair and efficient adjudication of this controversy. The harm suffered by each Class member  
20 (invasion of privacy, statutory violations) is significant but may be small in terms of monetary value  
21 relative to the cost of individual litigation. Class action treatment is superior to all other available  
22 methods for the fair and efficient adjudication of the controversy alleged herein; it will permit a large  
23 number of Class members to prosecute their common claims in a single forum simultaneously,  
24 efficiently, and without the unnecessary duplication of evidence, effort, and expense that hundreds of  
25 individual actions would require. Absent a class, most Class members (especially minors) would find  
26 the cost of litigating their claims to be prohibitive and would lack effective access to justice. Class  
27 treatment permits a single court to resolve all Class members' claims consistently and efficiently,  
28 avoiding the risk of inconsistent judgments and duplicative litigation. Class action treatment will permit

1 the adjudication of relatively modest claims by certain Class members, who could not individually  
2 afford to litigate a complex claim against large corporations, like Defendant. Further, even for those  
3 Class members who could afford to litigate such a claim, it would still be economically impractical and  
4 impose a burden on the courts. Managing this case as a class action presents no undue difficulties, given  
5 that the evidence of Roblox's conduct is largely digital and common to all users. A class action also  
6 serves the public interest by aggregating numerous small claims into one lawsuit, thereby encouraging  
7 corporate accountability for widespread wrongdoing. Additionally, injunctive relief is necessary to  
8 protect all Class members and the general public, and such relief can only be achieved effectively on a  
9 class-wide basis.

10       34. The nature of this action and the nature of the laws available to Plaintiffs and Class  
11 members make the use of the class action device a particularly efficient and appropriate procedure to  
12 afford relief to Plaintiffs and Class members for the wrongs alleged because Defendant would  
13 necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the  
14 limited resources of each individual Class member with superior financial and legal resources; the costs  
15 of individual suits could unreasonably consume the amounts that would be recovered; proof of a  
16 common course of conduct to which Plaintiffs were exposed is representative of that experienced by  
17 the Class and will establish the right of each Class member to recover on the cause of action alleged;  
18 and individual actions would create a risk of inconsistent results and would be unnecessary and  
19 duplicative of this litigation.

20       35. The litigation of the claims brought herein is manageable. Defendant's uniform conduct,  
21 the consistent provisions of the relevant laws, and the ascertainable identities of Class members  
22 demonstrate that there would be no significant manageability problems with prosecuting this lawsuit  
23 as a class action.

24       36. Adequate notice can be given to Class members directly using information maintained  
25 in Defendant's records.

26       37. Unless a class-wide injunction is issued, Defendant may continue in its policy of  
27 tracking and exploiting the data of Class members, Defendant may continue to collect and disseminate  
28

1 the data collected from its users as well as visitors to its website without obtaining parental consent or  
2 any consent at all from Class members.

3       38. Class certification is also appropriate because Defendant acted or refused to act on  
4 grounds generally applicable to the Class, so that final injunctive relief or corresponding declaratory  
5 relief is appropriate as to the Class as a whole.

6       39. Likewise, particular issues are appropriate for certification because such claims present  
7 only particular, common issues, the resolution of which would advance the disposition of this matter  
8 and the parties' interests therein. The claims asserted in this action are appropriate for class treatment  
9 under California law because they present predominant questions of law and fact that are common to  
10 all Class members. These common issues are susceptible to resolution through generalized proof and  
11 include, but are not limited to:

12                     (a) Whether Roblox intercepted or recorded users' communications or interactions  
13 through its website and mobile app without consent, in violation of the California Invasion of  
14 Privacy Act (Penal Code § 630 et seq.), including whether such interception occurred  
15 contemporaneously with transmission and whether the data collected constituted the "contents"  
16 of a communication under §631;

17                     (b) Whether Roblox collected personal information from minors, including those under  
18 the age of 13, without first obtaining verifiable parental consent, and whether such conduct  
19 violated the California Consumer Privacy Act (Civil Code §§ 1798.100 et seq.), as amended by  
20 the CPRA, including the requirements for notice, opt-in consent, and limitations on use and  
21 disclosure of minors' data;

22                     (c) Whether Roblox failed to comply with Civil Code §1798.83 (the "Shine the Light"  
23 law) by disclosing users' personal information to third parties for marketing or analytics  
24 purposes without providing required disclosures or opt-out mechanisms;

25                     (d) Whether Roblox's conduct constituted an unlawful or unfair business practice under  
26 California's Unfair Competition Law (Bus. & Prof. Code §§ 17200 et seq.), including whether  
27 Roblox's tracking and data-sharing practices violated public policy, were deceptive or  
28 misleading, or resulted in economic harm to consumers;

(e) Whether Roblox's use of covert tracking technologies such as device fingerprinting, persistent identifiers, and behavioral analytics constituted an intrusion upon seclusion under California common law, and whether that intrusion was highly offensive to a reasonable person;

(f) Whether Roblox violated California's children's privacy laws, including the Age-Appropriate Design Code Act (Cal. Civ. Code §§ 1798.99.28 et seq.), by failing to default to high privacy settings, engaging in profiling or behavioral targeting, or failing to provide clear disclosures accessible to children and parents;

(g) Whether Plaintiffs and Class members are entitled to statutory damages, restitution, injunctive relief, declaratory relief, and punitive damages under the foregoing causes of action;

40. The resolution of these issues on a class-wide basis will materially advance the adjudication of this matter and promote judicial economy by avoiding duplicative determinations and ensuring consistent outcomes for similarly situated consumers.

## **FIRST CAUSE OF ACTION**

## **Count I – Violation of California Invasion of Privacy Act (CIPA)**

(Cal. Penal Code § 630 et seq. – *Unlawful Interception of Electronic Communications*)

41. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

**42. Roblox's Conduct as "Eavesdropping/Interception":** Roblox has violated the California Invasion of Privacy Act, including Penal Code §631(a), by intentionally intercepting and receiving the contents of Class members' communications without consent. Section 631(a) makes it unlawful to use any machine or device to intercept communications over any telegraph or telephone wire, line, or cable, or to read or learn the contents of any message, without the consent of all parties to the communication. California courts have held that §631 applies to Internet communications (such as website interactions and data transmissions). Roblox's actions constitute a modern form of wiretapping: it covertly embeds code that taps into the data stream between users and Roblox's own servers, diverting that data to unauthorized destinations (Roblox's tracking servers and third parties).

**43. Communications at Issue:** Whenever Plaintiffs and Class members use Roblox's website or app, they send and receive electronic communications. For example, when R.G. navigates

1 to a game page on Roblox.com, her browser sends an HTTPS request to Roblox’s web server (which  
2 includes the URL being requested, cookies and other header data identifying her session, etc.), and  
3 Roblox’s server responds with the content of that page. In the mobile app, similar communications  
4 occur via API calls fetching game data or account info. These communications are intended to be  
5 between the user (or their device) and Roblox’s servers for the purpose of using the service. Plaintiffs  
6 and Class members reasonably expected that these communications would be used only to deliver  
7 Roblox content and facilitate gameplay, and not to be secretly intercepted or observed by others  
8 separate from providing the service.

9       **44. Secret Duplication and Diversion of Messages:** Roblox contrived a scheme to  
10 eavesdrop on these communications by duplicating and diverting portions of them to unauthorized  
11 recipients. Specifically, Roblox’s software causes Plaintiffs’ devices to initiate additional, hidden  
12 communications to various tracking domains – some owned by Roblox (but separate from the main  
13 service) and some owned by third parties – whenever the user is interacting with Roblox. For example,  
14 when R.G.’s browser loaded the Roblox homepage, the embedded scripts caused her browser to silently  
15 contact <https://ecsv2.roblox.com> (a Roblox telemetry domain) and [https://ssl.google-](https://ssl.google-analytics.com/ga.js)  
16 [analytics.com/ga.js](https://ssl.google-analytics.com/ga.js) (Google’s analytics domain) to transmit details about her device and actions. These  
17 transmissions occurred contemporaneously with the legitimate content fetch and were not necessary to  
18 show R.G. the page; rather, they were a separate channel of communication solely for data collection.  
19 In essence, Roblox inserted “listeners” and outbound taps into the communication pipeline between  
20 users and itself. Those listeners (tracking scripts, pixels, analytics code) sent data to either Roblox’s  
21 own tracking servers (separate from the normal game content servers) or directly to third-party servers.

22       **45. Interception of Content:** The information Roblox intercepted includes the “contents”  
23 of communications under CIPA. “Contents” means the intended message to be communicated – not  
24 just record information like an IP address. Here, Roblox’s tracking captured URLs of pages visited  
25 (which disclose specific game titles or user selections), user inputs and clicks (for instance, which game  
26 a child searched for or clicked on), and even keystrokes in text fields. These are part of the content of  
27 the user’s interaction with Roblox. For example, if a child searched for a keyword on Roblox or clicked  
28 on a chat, that query or action is content that was intercepted by analytics logging. Even if some argue

1 this is “metadata,” §631 forbids intercepting any communication in transit, regardless of content vs.  
2 metadata distinctions. The simultaneous, unseen transmission of user data to analytics endpoints means  
3 the communication was being tapped mid-stream.

4       **46. Lack of All-Party Consent:** Plaintiffs and Class members did not consent (let alone  
5 consent on behalf of their minor children) to any such interception. They did not know that when they  
6 or their children used Roblox, additional silent communications carrying personal data would be sent  
7 to third parties or separate servers. Roblox never disclosed in any clear manner that it would be  
8 eavesdropping on users’ interactions and siphoning data to others. Indeed, minors cannot legally  
9 consent to such data interception in any event, and no parental consent was obtained. To the extent  
10 Roblox might rely on a generic privacy policy, such after-the-fact disclosure does not meet CIPA’s  
11 requirement of actual knowledge and consent to the specific interception. Roblox’s privacy policy  
12 never plainly states, “We will monitor everything you do in real time and send it to third-party  
13 analytics/advertisers.” Vague references to cookies or advertising do not equate to the specific,  
14 informed consent required under CIPA for wiretaps. Thus, all Class member communications were  
15 intercepted “without the consent of all parties” to those communications.

16       **47. Roblox’s Use of a “Device” for Interception:** CIPA §631 applies not only to third-  
17 party eavesdroppers but also to parties who use a “machine, instrument, or contrivance” to intercept a  
18 communication. Here, Roblox utilized the users’ own devices and browsers, via its embedded code (a  
19 contrivance), to effectuate the interception. Roblox programmed its website and app to function as  
20 surveillance instruments. This arrangement is analogous to using a tape recorder on a phone line –  
21 Roblox’s code is the recorder inserted into the line between the user and Roblox’s servers. Additionally,  
22 Roblox enlisted **third-party contrivances** like Google Analytics and Arkose Labs scripts, which  
23 qualify as instruments used to listen in on the communication. The presence of third-party analytics  
24 code means there was an independent third-party “listening” to the conversation between user and  
25 Roblox – a classic CIPA violation scenario.

26       **48. Aiding and Abetting:** Roblox is liable both as a direct violator and as one who aided and  
27 abetted third-party violations. Roblox deliberately configured its platform to allow and facilitate third-  
28 party tracking scripts (such as those of Google Analytics, Stripe, Arkose, advertising pixels) to siphon

1 user data. In doing so, Roblox provided those third parties the means and access to eavesdrop on  
2 communications between users and Roblox. Roblox knew these parties would receive and review the  
3 data (indeed that was Roblox's purpose for including them) and Roblox intended to benefit from it  
4 (through analytics insights, fraud prevention, or ad revenue). Providing the wiretap code and access  
5 constitutes aiding in the interception under CIPA §631(a). Thus, Roblox is liable for each instance of  
6 third-party interception it facilitated.

7       **49. Injury from Invasion of Privacy:** As a result of Roblox's actions, Plaintiffs and Class  
8 members have suffered the loss of their right to privacy in their communications. Private, personal  
9 details of their browsing and app usage that they reasonably expected to remain confidential between  
10 themselves and Roblox were instead secretly observed, recorded, and exploited. This is precisely the  
11 kind of harm CIPA was designed to prevent – an **encroachment upon the sanctity of one's**  
12 **communications.** The clandestine monitoring of children's online interactions is especially egregious,  
13 causing harm not only in the abstract but in the form of mental distress and distrust once discovered.

14       **50. Statutory Damages:** Penal Code §637.2 permits any person whose communications were  
15 intercepted in violation of CIPA to recover either: (a) the greater of \$5,000 or three times actual  
16 damages per violation, and (b) injunctive relief. Plaintiffs and the Class seek the statutory damage of  
17 \$5,000 per Class member per violation of §631. Each Class member's usage of Roblox resulted in  
18 numerous interceptions (e.g., each distinct session or each distinct third-party tap can be considered a  
19 separate violation). At a minimum, each Class member is entitled to \$5,000 for the fact of being  
20 wiretapped by Roblox's design. Class members will prove the number of individual violations at trial  
21 (for example, by showing the number of discrete sessions or days they used Roblox, each constituting  
22 an unlawful interception). Plaintiffs additionally seek injunctive relief under CIPA to permanently  
23 enjoin Roblox from continuing to intercept or assist in intercepting user communications without the  
24 requisite consent.

25       **51. Willfulness and Punitive Consideration:** Roblox's conduct under this Count was willful  
26 and knowing, or at minimum highly negligent. This was not a one-time oversight – it was an intentional  
27 system design to capture data. Roblox, a sophisticated tech company, was undoubtedly aware of  
28

1 California's strict privacy laws (including CIPA) and proceeded regardless. The Court should therefore  
2 award the maximum statutory damages to each Class member to deter such blatant disregard of privacy.

3 **SECOND CAUSE OF ACTION**

4 **Count II – Violation of California Consumer Privacy Act (CCPA), as amended by the**  
5 **California Privacy Rights Act (CPRA)**

6 (*Cal. Civ. Code § 1798.100 et seq. – Unlawful Collection, Use, and Sharing of Personal Information*)

7 52. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
8 herein.

9 53. **Roblox as a Covered “Business”:** Roblox is a “business” under the CCPA/CPRA (Cal.  
10 Civ. Code §1798.140(c)). Roblox is a for-profit entity that collects personal information from  
11 California residents and determines the purposes and means of processing that information. Roblox  
12 easily meets the statutory thresholds for a business: it has annual gross revenues far exceeding \$25  
13 million and annually collects personal information from well over 100,000 California consumers  
14 (including the Class). Therefore, Roblox is obligated to comply with the CCPA/CPRA’s requirements  
15 regarding notice, disclosure, and honoring consumer rights.

16 54. **Personal Information at Issue:** The data that Roblox collected from Plaintiffs and  
17 Class members (including minors) qualifies as “**personal information**” under Civil Code  
18 §1798.140(v). Roblox collected multiple categories of personal info as enumerated in the statute, such  
19 as: **Identifiers** (unique personal identifier, device identifier, IP address, cookie ID, account name),  
20 **Internet or electronic activity information** (browsing history on Roblox, search queries, interactions  
21 with website or app features, clickstream data), and **Geolocation data** (approximate location derived  
22 from IP addresses, e.g. city or region). Roblox also collected inferences drawn from this data to create  
23 a profile of users’ preferences or behavior. In the case of minors, persistent identifiers and any profiling  
24 of behavior are expressly deemed personal info concerning children. An evaluation by Common Sense  
25 Media of Roblox’s privacy indicated that Roblox automatically collects a broad array of personal data  
– including potentially sensitive data and usage analytics – and does not limit collection to what is  
26 necessary for the product. Thus, the information at issue falls squarely within CCPA’s protection of  
27 personal information.  
28

1       **55. Failure to Provide Notice at Collection (Cal. Civ. Code §1798.100(b)):** The CCPA  
2 requires businesses to inform consumers, **at or before the point of collection**, about the categories of  
3 personal information to be collected and the purposes for which they will be used. Roblox violated this  
4 provision by collecting personal information from Plaintiffs and Class members without providing  
5 proper notice at collection. When a child or parent first began using Roblox – for example, visiting the  
6 website or launching the app – **no just-in-time notice or pop-up informed them** of what data would  
7 be collected and why. A reasonable consumer starting to use a kids’ gaming app would have no idea  
8 that device fingerprints, advertising IDs, and behavior metrics were being harvested. Roblox’s only  
9 disclosures were buried in its general Privacy Policy, which a minor would not read or understand, and  
10 which a parent would only encounter after the fact (often after data was already collected). By failing  
11 to provide a clear, conspicuous notice at collection (e.g. a banner or dialog saying “Roblox collects  
12 device IDs and analytics data for advertising – see here for choices”), Roblox **violated CCPA**  
13 **§1798.100(b)**. This deprived consumers of the opportunity to know what personal info was being taken  
14 at the outset, as the law requires.

15       **56. Collection/Use of Children’s Data Without Required Opt-In Consent:** The CCPA  
16 (as amended by CPRA) includes special protections for minors’ data. If a business **“sells” or “shares”**  
17 personal information of consumers younger than 16, it must obtain affirmative opt-in consent (for under  
18 13, from a parent/guardian; for ages 13–15, from the minor) before doing so. **“Selling”** is defined  
19 broadly as disclosing personal info for monetary or other valuable consideration, and **“sharing”** is  
20 defined as disclosing personal info for **cross-context behavioral advertising** (i.e. targeted advertising  
21 based on personal data from different services). Roblox violated these provisions in multiple ways:

22           **a. Sharing Personal Info of Children for Advertising:** Roblox caused personal  
23 information of minor users (like R.G.) to be shared with third-party advertising and analytics  
24 companies for the purpose of tracking and targeting – which falls under “sharing” for cross-  
25 context behavioral advertising. For example, loading **Google Analytics** or other ad trackers on  
26 a child user’s session meant that data about the child’s device and behavior was sent to third  
27 parties who would use it to profile the child across contexts (both on and off Roblox). Roblox  
28 also integrated marketing SDKs/pixels that likely facilitated targeted ads to these minors on

1 Roblox and possibly on other platforms. Under Cal. Civ. Code §1798.120(c), Roblox needed to  
2 obtain **opt-in authorization from the child's parent** before any such sharing. Roblox did not  
3 do so – no consent dialog, no parental control mechanism, nothing. The default was that all  
4 users (including young children) were opted **in** to data sharing by Roblox. This is a direct  
5 violation of the CCPA/CPRA's minors' opt-in requirement.

6 **b. Possible Sale of Data:** Even if Roblox contends it did not “sell” data, any exchange  
7 of data for value could constitute a sale. Roblox benefited from providing user data to third  
8 parties – for instance, by using Google’s services, Roblox possibly improved ad revenue or user  
9 retention (which is value to Roblox). If any arrangement involved Roblox disclosing personal  
10 info and in return receiving enhanced analytics or integration that has monetary value, that is  
11 arguably a “sale” under the CCPA’s broad definition. For minors under 13, *any sale of data is*  
12 *prohibited absent parental consent*. Roblox never obtained parental consent for such activity.

13 **c. No Mechanism for Consent:** Roblox had **no mechanism for obtaining affirmative**  
14 **authorization** from parents of under-13 users (or from teens 13–15) for selling or sharing  
15 personal info. Plaintiffs Michael and Salena Garcia were never presented with any toggle or  
16 form to authorize Roblox to share R.G.’s data. In fact, Roblox’s own privacy FAQ (as evaluated  
17 by third parties) indicates that **parental consent is not required before collecting or**  
18 **disclosing under-13 data** – effectively an admission of violating this CCPA rule. By failing to  
19 even attempt to get opt-in consent for minors, Roblox violated Cal. Civ. Code §1798.120(c).

20 **57. Failure to Honor “Do Not Sell/Share” (Cal. Civ. Code §1798.120 & §1798.135):** The  
21 CCPA gives consumers the right to direct a business to stop selling their personal info (the “Do Not  
22 Sell” right). Businesses that sell personal info must provide a clear and conspicuous “Do Not Sell My  
23 Personal Information” link on their website or a similar mechanism, and honor opt-out requests. During  
24 much of the class period (2021–2023), Roblox did **not** display any “Do Not Sell My Info” link on its  
25 homepage or in the app interface, presumably because Roblox took the position that it doesn’t “sell”  
26 data. However, as alleged, Roblox was *sharing* personal info for advertising (and possibly selling by  
27 broad definition). Its failure to provide an easy opt-out mechanism itself violates the CCPA. Class  
28 members 16 or older (or parents acting for minors) had no straightforward way to stop Roblox from

1 disseminating their data. Only in mid-2023 or later (around CPRA’s effective date) did Roblox add  
2 more robust privacy controls, but by then much of the class period had passed. Thus, Roblox violated  
3 former Civil Code §1798.120(a) and §1798.135 by **not providing notice of the right to opt-out and**  
4 **not honoring an opt-out**, since it didn’t treat its activity as a sale/share when it was.

5       58.      Use of Personal Info Beyond Disclosed Purpose (Purpose Limitation – Cal. Civ. Code  
6 §§1798.100(c), 1798.140(ae)): The CCPA/CPRA require that a business’s collection and use of  
7 personal info be reasonably necessary and proportionate to the purposes disclosed and for which the  
8 consumer provided the data. In other words, a business can’t collect data under the guise of one purpose  
9 and then use it for another, incompatible purpose. Here, Roblox collected data under the general  
10 pretense of running a gaming platform, but it then used that data for undisclosed purposes like targeted  
11 advertising, profiling, and growth analytics. For example, a parent might assume that any data collected  
12 from their child would be used only to enable gameplay (e.g., remembering game progress, or basic  
13 account functions). Instead, Roblox aggregated the child’s data to analyze engagement, predict  
14 purchases, and tailor monetization strategies – purposes never clearly disclosed to consumers. Using  
15 comprehensive tracking on children is not necessary to provide the core Roblox service (a child can  
16 play a game without Roblox needing to fingerprint their device or track their every click). Such usage  
17 is disproportionate and outside what an average user would expect. By using personal info in ways that  
18 were “incompatible with the disclosed purpose” (or by failing to adequately disclose the true purpose),  
19 Roblox violated the CCPA’s purpose limitation and data minimization principles. This is reinforced by  
20 California’s AADC (discussed later) which emphasizes that data collection from children should be  
21 minimal and only for necessary purposes – a standard Roblox did not meet.

22       59.      **Data Retention and Security (Cal. Civ. Code §§1798.100(a)(3), 1798.105):** On  
23 information and belief, Roblox retained personal data of Class members (including identifiers and  
24 profiles) indefinitely or for long periods, and potentially stored it without robust security (though no  
25 breach is alleged here). The CPRA requires businesses to disclose retention periods and not retain data  
26 longer than reasonably necessary. Roblox’s privacy policy during the class period did not clearly  
27 specify retention durations for most tracking data, and it likely kept unique identifiers to track returning  
28 users over years. While Plaintiffs focus on collection/sharing violations, to the extent evidence shows

1 Roblox also violated retention or security provisions, Plaintiffs reserve the right to seek relief for those  
2 aspects as well (e.g., deletion of unlawfully retained data).

3 Private Right of Action and UCL “Unlawful” Claims: The CCPA (prior to CPRA) had a limited  
4 private right of action, primarily for data breaches (Civil Code §1798.150). Many of Roblox’s CCPA  
5 violations described are enforced by the California Attorney General/California Privacy Protection  
6 Agency. Plaintiffs acknowledge that there may not be a direct statutory damages claim for these  
7 violations under §1798.150 (since that section is tailored to breaches). However, Plaintiffs invoke the  
8 Unfair Competition Law (Count IV) as a vehicle to enforce these CCPA/CPRA violations under the  
9 UCL’s “unlawful” prong. The CCPA violations (lack of notice, illegal data sharing, etc.) constitute  
10 unlawful business practices independently actionable under the UCL, which provides restitution and  
11 injunctive relief. Additionally, to the extent the Court finds any portion of the CCPA/CPRA privately  
12 enforceable (especially under CPRA’s expanded consumer rights effective 2023), Plaintiffs seek to  
13 directly enforce those as well. In any event, **injunctive relief** is expressly available under the CCPA  
14 and CPRA (the statutes contemplate courts issuing injunctions even if statutory damages are limited to  
15 breaches). Plaintiffs seek **injunctive and declaratory relief** to require Roblox’s compliance with the  
16 CCPA/CPRA going forward, an issue of great public importance given the involvement of children’s  
17 data.

18 **Relief Requested:** Plaintiffs, on behalf of the Class, seek all relief available for Roblox’s  
19 CCPA/CPRA violations. This includes: an injunction barring Roblox from continuing the above-  
20 described unlawful practices (e.g. requiring proper notices and opt-ins for minors, halting any  
21 sale/sharing of minor data without consent, and deletion of existing data collected unlawfully); any  
22 statutory damages or civil penalties that may be awardable (for example, CPRA empowers the  
23 California Privacy Protection Agency to seek penalties up to \$7,500 per intentional violation involving  
24 minors’ data – Plaintiffs will coordinate with regulators and do not seek double recovery, but note this  
25 to underscore the egregiousness and reasonable attorneys’ fees and costs as allowed by statute (the  
26 CCPA provides for fees in enforcement actions, and/or such fees can be recovered under Code of Civil  
27 Procedure §1021.5 as this is a public interest enforcement)).

28 60.

1  
2                   **THIRD CAUSE OF ACTION**  
3

4                   **Violation of California “Shine the Light” Law**  
5

6                   *(Cal. Civil Code § 1798.83 – Failure to Disclose Personal Information Sharing for Direct Marketing)*  
7

8                 61. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
9 herein.  
10

11                 62. **Statutory Background:** California’s “Shine the Light” law (Civil Code §1798.83)  
12 gives California residents the right to inquire about how a business shares their personal information  
13 with third parties for the third parties’ direct marketing purposes. The law requires covered businesses  
14 to either (a) provide California customers, upon request, a detailed disclosure of certain information-  
15 sharing with third parties, or (b) publish in their privacy policy a statement that the business does not  
16 share personal information for third parties’ direct marketing or provide a mechanism to opt-out of such  
17 sharing. A “customer” under §1798.83 means an individual who is a California resident and has  
18 provided personal information to the business in the course of obtaining products or services (which  
19 includes free services like an online platform account). The statute covers a broad range of “personal  
information” (anything that identifies or could be associated with an individual) and “third parties”  
(entities separate from the business, or affiliates if outside certain use restrictions). If a business fails to  
comply with §1798.83, the customer may recover a civil penalty of \$500 per violation (and up to \$3,000  
per willful or reckless violation), plus attorneys’ fees.  
20

21                 63. **Roblox as a Covered Business & Plaintiffs as Customers:** Roblox is a business with  
22 customers in California as defined by the Shine the Light law. Plaintiffs Michael Garcia and Salena  
23 Garcia are “customers” under §1798.83 because they, as individuals in California, provided personal  
24 information to Roblox in the course of establishing and using their Roblox accounts (even if the service  
25 is free, they provided info like email, username, and device data in exchange for use of the platform).  
26 Likewise, minor R.G.’s personal information was provided to Roblox in the course of service usage  
27 (with her parents’ assistance or permission). Roblox in the preceding calendar years obtained names,  
28 contact information, and other personal details from these individuals through account sign-up and  
service use, establishing an ongoing business relationship.

1       64. Roblox’s Disclosure of Personal Info to Third Parties for Marketing: During the relevant  
2 period, Roblox disclosed personal information about its users to third parties and knew or reasonably  
3 should have known that those third parties used the information for the third parties’ direct marketing  
4 purposes (as that term is used in §1798.83). Specifically, as detailed above, Roblox allowed third-party  
5 advertising networks and analytics partners (such as Google, Facebook, or other ad tech companies) to  
6 collect data on Roblox users for targeted advertising – which is direct marketing. For instance, by  
7 integrating marketing pixels or ad tags on its platform, Roblox enabled those third parties to gather data  
8 like device IDs, browsing history on Roblox, and possibly demographic info, which the third parties  
9 then used to serve ads either on Roblox or across other sites/apps tailored to the user. Also, Roblox  
10 itself shared data with measurement and marketing partners (e.g., to measure ad engagement or attribute  
11 user growth campaigns) – those partners used the data to optimize advertising, which is a marketing  
12 purpose benefiting them or their clients. The personal information shared included unique identifiers  
13 (cookies or advertising IDs), device information, and user activity that can identify a user across  
14 contexts. Under §1798.83, such sharing triggers an obligation to disclose the categories of info and  
15 third parties upon customer request.

16       65. **Roblox’s Failure to Provide Required Disclosures or Opt-Out:** Roblox did not  
17 comply with either option provided by the Shine the Light law. **(a)** Roblox did not provide California  
18 customers, upon request or otherwise, a disclosure of what personal info had been shared and with  
19 whom. To Plaintiffs’ knowledge, Roblox had no dedicated mechanism (email or address) to accept  
20 §1798.83 requests or to respond with the mandated information (lists of third-party marketing data  
21 recipients). **(b)** Roblox also did not have a section in its privacy policy clearly titled “Your California  
22 Privacy Rights” or equivalent that stated it either does not share personal info for direct marketing or  
23 that explained how to opt-out of such sharing. While Roblox’s privacy addendum (see “US State  
24 Privacy Policy Addendum”) contains CCPA information, it does not satisfy Shine the Light’s specific  
25 requirement of disclosing third-party marketing sharing. In fact, Roblox’s policies were silent or at best  
26 unclear about the extent of third-party marketing use – certainly they did not give users a way to learn  
27 details or opt out other than broad CCPA rights (which, as noted, Roblox did not properly facilitate  
28

1 during much of the class period). Because Roblox **failed to provide any Shine the Light disclosure**  
2 **or an appropriate opt-out policy**, it violated Civil Code §1798.83.

3       **66. Willful Violation:** Roblox’s violation of the Shine the Light law was **willful or**  
4 **intentional**, or at minimum reckless. Roblox is a major corporation presumably aware of California’s  
5 consumer privacy statutes. Its decision to share data with marketing partners without implementing the  
6 required disclosure or opt-out indicates a conscious disregard for the law’s requirements. Roblox cannot  
7 credibly claim ignorance, as many businesses include a “California Privacy Rights” section in their  
8 policies or a do-not-share statement to comply with §1798.83. Roblox’s omission suggests it chose not  
9 to comply to avoid drawing attention to its data sharing or to avoid the burden of handling such  
10 inquiries. Therefore, the higher statutory penalty for willful violations (up to \$3,000 per violation)  
11 should apply.

12       **67. Injury and Standing under §1798.83:** Plaintiffs and Class members were deprived of  
13 their statutory right to transparency about Roblox’s third-party data sharing. Had Roblox complied,  
14 Plaintiffs could have requested a list of third parties who received their data for marketing and  
15 potentially taken action (e.g., demanding deletion or opting out). Roblox’s non-compliance kept them  
16 in the dark about where their and their children’s personal info went. This informational injury and the  
17 privacy invasion of having one’s data shared without knowledge are exactly what §1798.83’s remedies  
18 address.

19       **68. Relief Requested:** Under Civil Code §1798.83(c), each Plaintiff and Class member may  
20 recover a civil penalty of up to \$500 per violation, and up to \$3,000 per violation if the Court finds the  
21 violation to be willful, intentional, or reckless. Plaintiffs seek the maximum \$3,000 per Class member,  
22 as Roblox’s conduct was at least reckless if not knowing. Each Class member experienced at least one  
23 violation (Roblox’s failure to provide the required disclosure during the year after they provided  
24 personal info). In addition, §1798.83 allows recovery of attorneys’ fees by prevailing customers, so  
25 Plaintiffs seek an award of reasonable attorneys’ fees and costs. Plaintiffs also seek appropriate  
26 injunctive relief compelling Roblox to comply with §1798.83 henceforth – for instance, an order  
27 requiring Roblox to (a) provide an option for California users to request a “Shine the Light” disclosure,  
28 and (b) prominently disclose in its policies the rights Californians have and whether data is shared for

1 direct marketing. Such relief will benefit the Class and the public by ensuring greater transparency in  
2 Roblox's practices.

3 69.

4 **FOURTH CAUSE OF ACTION**

5 **Violation of California Unfair Competition Law (UCL)**

6 (*Cal. Bus. & Prof. Code § 17200 et seq. – “Unlawful” and “Unfair” Business Acts and Practices*)

7 70. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
8 herein.

9 71. **“Unlawful” Prong:** Roblox's acts and practices described in this Complaint constitute  
10 **unlawful business practices** in violation of the UCL. Roblox has violated numerous statutes and  
11 regulations, including but not limited to: the California Invasion of Privacy Act (Penal Code §631 and  
12 related provisions); the California Consumer Privacy Act/Privacy Rights Act (Civil Code §1798.100 et  
13 seq.); the Shine the Light law (Civil Code §1798.83); the federal Children's Online Privacy Protection  
14 Act (15 U.S.C. §§6501-6506) and its implementing regulations (to the extent these can be enforced via  
15 UCL as predicates); and California constitutional and common law privacy protections. Each of these  
16 independent violations renders Roblox's conduct “unlawful” under Business & Professions Code  
17 §17200. For example, by surreptitiously intercepting communications and user input, Roblox violated  
18 CIPA – that statutory violation is actionable under the UCL. By collecting and sharing children's  
19 personal data without parental consent, Roblox violated COPPA (a law embodying public policy to  
20 protect minors) – that too is actionable via the UCL's unlawful prong. By failing to comply with  
21 CCPA/CPRA requirements, Roblox engaged in unlawful conduct that the UCL can address. Thus,  
22 Plaintiffs' UCL claim piggybacks on the violations detailed in Counts I–III and Count V–VI,  
23 consolidating them as a basis for UCL relief.

24 72. **“Unfair” Prong:** Independently, Roblox's conduct was unfair under the UCL. The  
25 unfairness standard is met under either the “tethering” test (conduct that violates a stated public policy)  
26 or the balancing test (conduct that is immoral, unethical, oppressive, or substantially injurious with no  
27 countervailing benefit). Roblox's actions meet both tests. Public policy as expressed in statutes like  
28 COPPA, CIPA, CCPA, and the California Constitution strongly favors safeguarding personal privacy,

1 especially for children. Roblox's secret tracking of minors flies in the face of these policies, making it  
2 unfair. From a balancing perspective: The harm to consumers (particularly vulnerable children) from  
3 Roblox's hidden surveillance is substantial. It invades their privacy, potentially exposes them to tailored  
4 marketing or manipulation, and denies parents control over kids' data. The average user gets no benefit  
5 from being tracked – the service would function fine without invasive monitoring. Roblox, on the other  
6 hand, gains a competitive and economic advantage by exploiting user data (improving engagement,  
7 advertising efficiency, etc.). The harm to consumers outweighs any utility of Roblox's practices  
8 because alternative, less-intrusive means to run the service were available (Roblox could have limited  
9 data collection to what's necessary, or obtained consent and likely many would opt out, which might  
10 reduce Roblox's profits but wouldn't stop the service from running). Moreover, Roblox's take-it-or-  
11 leave-it approach (users must submit to tracking if they want to play) and the asymmetry of knowledge  
12 (Roblox knows it's tracking, users do not) render the situation oppressive and unavoidably unfair. There  
13 is also an element of unethical behavior in tracking children for profit under cover of a "fun game".  
14 Therefore, Roblox's practices offend established public policy and are unethical and injurious,  
15 satisfying the UCL's unfairness criteria.

16       **73. (Fraudulent Prong – Not Directly Alleged):** Plaintiffs do not plead a separate UCL  
17 "fraudulent" prong violation with particularity, as this case is primarily about hidden conduct rather  
18 than affirmative misrepresentations. However, to the extent necessary, Roblox's omissions and  
19 misleading assurances could be considered fraudulent. Roblox represented that it values privacy and  
20 does not sell data, which would likely deceive reasonable consumers into thinking their data wasn't  
21 being widely shared or tracked. Parents like Michael and Salena Garcia were likely deceived by  
22 Roblox's failure to inform them of the true extent of tracking. This fraudulent aspect further  
23 underscores the unfairness and unlawfulness of Roblox's practices, but Plaintiffs focus on  
24 unlawful/unfair prongs for relief.

25       **74. Economic Injury (Standing):** Plaintiffs and Class members have suffered economic  
26 injury as a result of Roblox's unlawful and unfair acts, which gives them standing under the UCL (Bus.  
27 & Prof. Code §17204). Although privacy harms are often viewed as intangible, California law  
28 recognizes that personal data has value and unauthorized use of it can constitute economic harm. Here,

1 Roblox took valuable personal and behavioral information from Plaintiffs without compensation.  
2 Companies pay significant sums for user data and targeted access to consumers – by covertly capturing  
3 and monetizing Class members’ data, Roblox obtained something of value (data profiles, advertising  
4 revenue) that rightfully belonged to those users. This uncompensated transfer is an economic loss to  
5 Plaintiffs (loss of potential property interest in their data, and loss of the opportunity to refuse or  
6 monetize their data themselves). Additionally, some Class members paid money to Roblox (for  
7 premium subscriptions or in-game purchases). Had they known Roblox was betraying their privacy,  
8 they might not have spent money on Roblox or would have paid less – thus they overpaid for a service  
9 of lower privacy quality than advertised, which is a monetary injury. Moreover, Roblox’s unjust  
10 enrichment from using Class members’ data corresponds to an economic loss by the Class, which is  
11 recoverable via restitution.

12       **75. UCL Remedies – Injunction and Restitution:** Pursuant to Business & Professions  
13 Code §17203, Plaintiffs seek injunctive relief and restitution. Injunctive relief is necessary to stop  
14 Roblox’s ongoing wrongful conduct. Specifically, Plaintiffs request a permanent injunction requiring  
15 Roblox to: (a) cease all tracking of users (especially minors) without express informed consent; (b)  
16 implement an opt-in consent mechanism for any data collection from children or any sharing of  
17 personal info of consumers under 16, in compliance with the CPRA and COPPA; (c) refrain from  
18 intercepting or recording users’ communications (keystrokes, clicks, etc.) without prior consent of all  
19 parties, as CIPA requires; (d) delete all personal data collected from Class members without proper  
20 consent, or sequester it under Court supervision, and cease further use or sharing of such data; (e) fully  
21 comply with the California Age-Appropriate Design Code Act (discussed below) by conducting a  
22 thorough Data Protection Impact Assessment and implementing high-privacy default settings for  
23 minors; and (f) provide clear notice on the Roblox platform about its data practices and obtain  
24 affirmative consent from users (or parents for minors) for any future collection beyond what is  
25 necessary. These injunctive measures will protect the Class and the public by ensuring Roblox  
26 dramatically changes its practices.

27       **76. Restitution/Disgorgement:** Plaintiffs also seek restitutionary disgorgement of the **ill-**  
28 **gotten gains** Roblox obtained through its unfair practices. This includes money Roblox made from

1 using Class members' personal data. For example, any advertising revenue attributable to improved ad  
2 targeting from Class data, or profits from increased user engagement driven by data analytics, should  
3 be quantified and returned. Also, any monetary savings Roblox realized by skirting compliance (for  
4 instance, the cost of implementing proper consent flows or losing user engagement if it had been honest)  
5 can be measured as unjust profit. Plaintiffs request that the Court impose a constructive trust on such  
6 profits and order Roblox to **disgorge all monies obtained from its unfair and unlawful acts** for the  
7 benefit of the Class. Exact amounts will be proven at trial, but could include tens of millions of dollars  
8 in ad revenue attributable to minor users' data.

9        77. **Public Injunctive Relief:** The primary aim of the injunctive relief sought under the  
10 UCL is to protect the general public, especially children who will use Roblox in the future, by requiring  
11 Roblox to change its data practices. Thus, the relief is in the nature of a **public injunction**. Plaintiffs  
12 are acting as private attorneys-general to stop acts that threaten public interest. This is significant  
13 because if Roblox has any arbitration clause or class action waiver, claims for **public injunctive relief**  
14 under California law are not subject to private arbitration and must be heard in court. Plaintiffs assert  
15 their right to pursue such relief in this judicial forum.

16       **78. Attorneys' Fees:** Under Code of Civil Procedure §1021.5 (California's Private  
17 Attorney General Doctrine) and any other applicable law, Plaintiffs seek an award of attorneys' fees  
18 for conferring a substantial public benefit by enforcing important privacy rights. Roblox's practices  
19 affect a broad segment of the public (nearly every California child who uses the internet), and stopping  
20 these practices has societal value that far exceeds any individual stake. Therefore, an attorneys' fee  
21 award is justified to encourage and reward the prosecution of this action in the public interest.

79.

## **FIFTH CAUSE OF ACTION**

## **Intrusion Upon Seclusion (Common Law Invasion of Privacy)**

25           80. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
26 herein.

27       **81.     Intrusion Upon Seclusion Elements:** California recognizes the tort of intrusion upon  
28 seclusion (also called intrusion into private affairs) as one aspect of the right to privacy. The elements

1 are: (1) intrusion into a private place, conversation, or matter; (2) in a manner highly offensive to a  
2 reasonable person. Additionally, the California Constitution (Article I, Section 1) guarantees an  
3 inalienable right to privacy, which supports a similar cause of action requiring: a legally protected  
4 privacy interest, a reasonable expectation of privacy, and an intrusion so serious as to constitute an  
5 egregious breach of social norms. Plaintiffs and Class members allege that Roblox's conduct satisfies  
6 these criteria.

7       **82. Private Matters Interfered With:** Plaintiffs and Class members had a reasonable  
8 expectation of privacy in their personal digital activities on Roblox. Children using Roblox from their  
9 homes or personal devices have an expectation that their **devices' unique characteristics** (like  
10 hardware fingerprints or audio outputs) will remain private and not be secretly recorded. They also  
11 expect that their **personal interactions** with the platform – what they click, type, view, or search – are  
12 not being watched by someone else beyond what is necessary to provide the service. These aspects  
13 (device uniqueness and individual online behavior) are inherently personal and not knowingly exposed  
14 to the public or third parties. A child's gaming session at home is analogous to a private play session –  
15 the child (and parent) do not expect an unseen observer logging everything.

16       **83. Roblox's Intrusion:** Roblox intentionally intruded into these private digital spaces by  
17 deploying code to **monitor and record every user action and device detail** without permission. This  
18 included capturing biometric identifiers (canvas and audio fingerprints), logging keystrokes and mouse  
19 movements, tracking browsing content, and sharing data with third parties – all invisible to the user.  
20 Roblox effectively **placed a surveillance apparatus in Plaintiffs' personal devices**. This was not a  
21 trivial or isolated peeking, but a systematic and ongoing **surveillance regime**.

22       **84. Highly Offensive Conduct:** The intrusion was and is highly offensive to a reasonable  
23 person, especially given it involves children and was done for corporate profit. Society expects that  
24 children should be able to play a game or browse a website without being covertly spied upon. Several  
25 factors make Roblox's intrusion particularly offensive: (a) Clandestine Nature – Roblox did all of this  
26 surreptitiously, with no notice, exploiting users' lack of awareness; (b) Degree of Intrusion – the breadth  
27 of data collected (from hardware specs to behavior patterns) is far beyond what a user would ever  
28 consciously agree to share, essentially profiling one's personality or identity; (c) Context – Children –

1 targeting minors who cannot consent elevates the moral offensiveness; and (d) Purpose – doing it to  
2 gain advertising revenue or engagement (commercial gain) rather than any compelling need (like  
3 emergency or security) tilts it toward outrage. Any reasonable parent would be shocked and angered to  
4 learn that a child’s game was logging the child’s every move and device detail. Indeed, such conduct  
5 could be deemed egregious under community norms.

6       **85. Serious Invasion of Protected Privacy Interest:** California’s Constitution and  
7 common law protect the privacy of personal data and communications, especially in the home.  
8 Plaintiffs had a legally protected privacy interest in their family’s online activity and in their son’s  
9 personal development without secret monitoring. Roblox’s actions constitute a serious invasion of this  
10 interest – not a routine business practice that people knowingly tolerate. The data Roblox collected can  
11 reveal intimate things: a device fingerprint combined with usage times might imply the household  
12 schedule; chat or search logging could reveal a child’s thoughts; even the pattern of game choices can  
13 indicate personal interests. Roblox’s compilation of such data is a grave affront to personal security  
14 and autonomy.

15       **86. Damages from Intrusion:** Plaintiffs and Class members suffered harm in the form of  
16 mental distress (outrage, anxiety, betrayal) upon learning of the intrusion, loss of their right to control  
17 private information, and exposure to continued privacy risks (since data once collected can be misused  
18 or breached). The invasion also potentially led to over-targeting of children with manipulative content,  
19 which is another harm. At least nominal damages are appropriate for the invasion of a privacy right  
20 even if no quantifiable loss is shown.

21       **87. Punitive Damages Justified:** Roblox’s conduct was malicious, oppressive, or in  
22 reckless disregard of Plaintiffs’ rights, warranting punitive damages. Roblox acted with a willful  
23 indifference to the privacy and well-being of children. It concealed its activities knowing full well that  
24 no reasonable parent would approve. To punish Roblox and deter similar privacy invasions by others,  
25 the Court should award **punitive damages** in an amount sufficient to make an example of this behavior.

26       **88. Relief Requested:** For this Count, Plaintiffs seek compensatory damages (including for  
27 mental anguish and loss of privacy value), nominal damages to vindicate the rights if compensatory  
28 can’t be quantified, and punitive damages as described. Additionally, Plaintiffs seek appropriate

1 equitable relief, such as an order requiring Roblox to destroy or return all personal data obtained  
2 through its intrusion (to the extent not addressed by other counts' relief), and injunctive relief to prevent  
3 future intrusions (overlapping with what is sought under the UCL).

4 **SIXTH CAUSE OF ACTION**

5 **Violation of California Children's Online Privacy Protections**

6 (*Cal. Civ. Code § 1798.99.28 et seq. – California Age-Appropriate Design Code Act and related  
7 Children's Privacy provisions, and Incorporating COPPA duties via UCL*)

8 89. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth  
9 herein.

10 90. **Policy and Law Favoring Children's Privacy:** California has robust public policy and  
11 now statutory law aimed at safeguarding the privacy of minors online. The federal Children's Online  
12 Privacy Protection Act (COPPA) has long required parental consent for collection of personal  
13 information from children under 13. California has extended these protections through its own laws.  
14 Notably, the **California Age-Appropriate Design Code Act (AADC)**, Cal. Civ. Code §1798.99.28–  
15 .99.40, which took effect on July 1, 2024, imposes obligations on businesses likely to be accessed by  
16 children under 18. Even before the AADC, California's constitution enshrines the right to privacy for  
17 all individuals, including children, and the Unfair Competition Law allows treating COPPA violations  
18 as unlawful acts (since COPPA reflects a fundamental policy). In short, there is a clear mandate:  
19 companies must put children's best interests first when designing online services, minimizing data  
20 collection and profiling of minors.

21 91. **Applicability to Roblox – Covered “Business” and “Likely to be Accessed by  
22 Children”:** Roblox meets the criteria of the AADC as it (1) is a business under the CCPA (as  
23 established above), and (2) provides an online service or feature “likely to be accessed by children”  
24 (defined in AADC as consumers under 18). It is more than likely – it is a certainty – that children use  
25 Roblox, given Roblox's own demographics showing a significant percentage of users under 18 (and  
26 under 13). Roblox's platform is replete with design elements appealing to children (cartoon avatars,  
27 games, virtual play with friends). By all indicators (audience composition, content, marketing, etc.),  
28 Roblox had reason to know minors constitute a large portion of its users. Therefore, Roblox had a duty

1 under the AADC to comply with a range of child-centric privacy measures starting by the Act's  
2 effective date (July 1, 2024), and even before that date, Roblox's conduct violated the underlying  
3 principles that AADC codifies, which this Complaint asserts via UCL and common law.

4 92. Violations of the AADC and Children's Privacy Duties:

5 **a. Failure to Conduct Data Protection Impact Assessment:** The AADC requires  
6 businesses to undertake a Data Protection Impact Assessment for any online service likely to be  
7 accessed by children, assessing how the product uses children's data and identifying risks to  
8 children (Cal. Civ. Code §1798.99.31(a)(1)). On information and belief, Roblox either failed to  
9 perform an adequate children's privacy impact assessment or, if it did, ignored glaring risks  
10 that the assessment would have uncovered. Any reasonable assessment would have flagged that  
11 fingerprinting and behavioral tracking of children pose significant privacy and safety risks. The  
12 fact that Roblox launched and maintained such features indicates non-compliance with this  
13 duty (and if done, not acting on it, which violates §1798.99.31(a)(2) requiring mitigation of  
14 identified risks).

15 **b. Collection of Data Not "Necessary" for the Service:** The AADC and general child  
16 privacy principles mandate **data minimization for minors** – do not collect, use, or retain  
17 personal data of children beyond what is necessary to provide the service the child actively  
18 seeks (see AADC §1798.99.31(b)(4) and (b)(3)). Roblox blatantly violated this by collecting  
19 extensive data (fingerprints, usage telemetry, third-party info sharing) that is **not necessary** for  
20 a child to play games. For instance, a child's enjoyment of Roblox does not require Roblox to  
21 know the child's exact device fingerprint or to log their scroll movements. These were done for  
22 Roblox's benefit, not to deliver the game functionality. Therefore, Roblox collected and  
23 retained children's personal info that was not strictly needed, in violation of the data  
24 minimization requirement. This is an unlawful business practice under the UCL (unlawful and  
25 unfair prongs), as it violates the AADC's standard and COPPA's spirit that you shouldn't  
26 collect more than necessary even with consent.

27 **c. Failure to Configure Default Settings to High Privacy:** The AADC requires that  
28 all default privacy settings for children be set to a high level of privacy (unless a business can

1 show a compelling reason otherwise). Roblox's defaults were the opposite: data collection was  
2 **on by default**, with no easy way to opt out. For example, personalized ads and tracking were  
3 enabled without any action by the user. Roblox did not present a privacy dashboard to minors  
4 upfront, nor default features like targeted ads to "off." Indeed, children had no idea these  
5 settings even existed. Thus, Roblox failed to provide privacy-protective defaults and has no  
6 compelling justification to override this requirement (profit is not a justification under the law).

7 **d. Inadequate Age Appropriate Disclosure:** The AADC requires that privacy  
8 information, terms, policies, etc., be presented in clear language suited for the age of likely  
9 child users. Roblox did not provide any child-friendly notice of its data practices. Its privacy  
10 policy is written for adults and buried in help documentation. The interface never gave a simple  
11 explanation like "Roblox may collect information about how you play to show you ads." Nor  
12 did Roblox provide "*prominent, accessible tools*" for children or parents to exercise privacy  
13 rights. These failures meant children and parents were effectively kept uninformed, violating  
14 §§1798.99.31(a)(7) and (a)(10).

15 **e. Profiling and Behavioral Advertising to Children:** The AADC prohibits **profiling**  
16 **children by default**(using personal data to analyze or predict preferences/behavior) unless  
17 strict conditions are met (appropriate safeguards and necessity or compelling interest).  
18 Roblox's tracking and creation of user profiles for personalized content/ads is exactly profiling.  
19 Roblox did this without obtaining any new consent from minors or parents after the AADC  
20 effective date, and without any evidence that profiling is necessary to provide the service the  
21 child requested. It is certainly not in children's **best interests** to be profiled for monetization.  
22 Therefore, Roblox's actions violate §1798.99.31(b)(2), as profiling was on by default with no  
23 compelling justification or opt-in.

24 **f. No Signal of Monitoring to Child Users:** AADC §1798.99.31(a)(8) and (b)(7)  
25 effectively require that if a child is being monitored or tracked, the child should get an **obvious**  
26 **signal** of that monitoring. Roblox provided no such signal. For example, if a parent account is  
27 observing a child or if Roblox is tracking location, a notice should appear to the child. Roblox's  
28

1 continuous data logging of interactions and possibly content moderation monitoring were  
2 invisible. This lack of transparency to the child violates the AADC.

3 **g. Failure to Obtain Parental Consent (COPPA Violation):** Even aside from the  
4 AADC, Roblox violated COPPA's well-known requirement: **verifiable parental consent**  
5 before collecting personal information from a child under 13. Roblox collected personal info  
6 (such as persistent identifiers, which COPPA treats as personal info when used for behavioral  
7 advertising or profiling) from R.G. and similarly situated children without notifying parents or  
8 obtaining their consent. Roblox also did not provide a COPPA-compliant privacy notice  
9 directly to parents describing what was collected. These are core COPPA violations (15 U.S.C.  
10 §6502(b) and 16 C.F.R. §312.5). While COPPA itself is enforced by the FTC/State AG and has  
11 no private action, the UCL's unlawful prong allows Plaintiffs to sue based on this unlawful  
12 business practice. Roblox's disregard for COPPA is evidence of its general disregard for  
13 children's privacy laws.

14 **93. Resulting Harm:** Roblox's violations of children's privacy protections have caused  
15 distinct harm to the minor Class members and their parents. Children like R.G. have been **exposed to**  
16 **risks** that the laws intended to prevent: their data was collected and potentially used in ways that could  
17 harm their well-being or future interests (for example, personal data could later be compromised or  
18 used to influence them). Parents suffered the harm of losing control over their young children's data  
19 and being unable to make informed choices to protect them. The trust that parents put in Roblox as a  
20 presumably child-friendly platform was betrayed, resulting in anger and emotional distress when the  
21 truth is revealed. There is also a societal harm: children's healthy development and autonomy are  
22 undermined by constant surveillance and targeting.

23 **94. Relief Sought (Injunctive and Equitable):** Because the AADC is primarily enforced  
24 by the California Attorney General (with civil penalties up to \$2,500 per violation or \$7,500 per  
25 intentional violation involving kids), this Complaint does not seek those civil penalties here (to avoid  
26 conflict or double recovery). Instead, Plaintiffs seek **injunctive relief** through the Court to ensure  
27 Roblox's compliance, which complements public enforcement. Specifically, Plaintiffs ask for a strong  
28 injunction requiring Roblox to: **conduct a full Data Protection Impact Assessment** and submit its

1 findings to the Court or a monitor; **implement all measures necessary to comply with the AADC**,  
2 such as high privacy defaults for all minors, easy-to-understand disclosures for kids, and tools for  
3 parents/kids to control data; **cease any profiling or targeted advertising for users under 18 unless**  
4 **and until strict conditions are satisfied in line with the law**; and **delete all personal data of Class**  
5 **member children collected without parental consent**, or provide a mechanism for parents to review  
6 and request deletion of their child's data. These requirements align with what AADC demands and  
7 what COPPA would require (e.g., parental consent or deletion).

8       **95. Restitution/Disgorgement for Unjust Enrichment from Minors:** Plaintiffs also seek,  
9 via the UCL, restitutionary disgorgement of profits Roblox obtained from exploiting children's data.  
10 For example, revenue Roblox earned from advertisements shown to children or from improved  
11 engagement metrics tied to violating these privacy laws should be subject to restitution. Roblox should  
12 not be allowed to keep profits earned through practices that California law condemns as against  
13 children's interests. Any such monetary relief overlaps with the UCL Count and will be fashioned in  
14 an appropriate way to avoid double counting, but the principle is that Roblox must **account for and**  
15 **surrender gains from its misconduct toward minors.**

16       **96. Attorneys' Fees for Protection of Children:** Given the strong public interest in  
17 enforcing children's privacy rights, Plaintiffs will seek attorneys' fees (for example, under §1021.5) as  
18 prevailing plaintiffs who conferred a benefit on a broad class of persons (all California children online).

19       97. In summary, through this Count, Plaintiffs invoke the Court’s equitable powers to  
20 enforce California’s new Age-Appropriate Design Code and related child privacy requirements against  
21 Roblox, and to incorporate Roblox’s COPPA violations into the case via state law. Roblox’s treatment  
22 of children’s data was unlawful, unfair, and harmful, and relief is necessary to bring Roblox into  
23 compliance with the law and protect California’s children.

## **VI. PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for judgment against Defendant  
26 as follows:

1           a) **Class Certification:** An order certifying this case as a class action under California  
2 Code of Civil Procedure §382; appointing Plaintiffs Michael Garcia, Salena Garcia, and R.G. (by her  
3 guardian) as Class Representatives; and appointing their counsel as Class Counsel.

4           b) **Injunctive Relief:** A permanent injunction requiring Roblox to halt its unlawful  
5 practices and implement privacy safeguards, including but not limited to: **(a)** Ceasing all tracking of  
6 users (especially minors) without express, informed consent; **(b)** Implementing an opt-in consent  
7 mechanism for any data collection from children under 16 or any sharing of personal information of  
8 consumers under 16, in compliance with CCPA/CPRA and COPPA (parental consent for under 13);  
9 **(c)** Stopping any interception or recording of user communications (such as keystrokes, mouse  
10 movements, or network data to third parties) unless and until all users (or parents for minors) have  
11 given consent, as required by CIPA; **(d)** Deleting (or segregating and shielding) all personal data  
12 collected from Class members without appropriate consent, and prohibiting further use or disclosure of  
13 such data; **(e)**Complying with the California Age-Appropriate Design Code Act by conducting a  
14 thorough Data Protection Impact Assessment for Roblox, providing the results to the Court or  
15 regulators as needed, and implementing all necessary changes (for example, defaulting all child user  
16 settings to high privacy, disabling profiling/behavioral ads for minors, providing age-appropriate  
17 notices, and giving tools for parents/kids to control data sharing); and **(f)** Clearly and conspicuously  
18 disclosing its data collection and sharing practices on the Roblox platform, and honoring user privacy  
19 choices (including a “Do Not Sell or Share” option and a method for California consumers to request  
20 info about third-party data sharing).

21           c) **Declaratory Relief:** A declaration that Roblox’s past and ongoing conduct as alleged  
22 violates the California Invasion of Privacy Act, the CCPA/CPRA, the Shine the Light law, the Unfair  
23 Competition Law, and constitutes an intrusion upon seclusion and a violation of California’s  
24 constitutional right to privacy. Such a declaration will help Class members understand their rights and  
25 will have a deterrent effect on Roblox and similar companies.

26           d) **Statutory Damages (CIPA):** An award of statutory damages of **five thousand dollars**  
27 (**\$5,000**) per violation per Class member for Roblox’s violations of CIPA (or three times actual  
28 damages if greater, per Penal Code §637.2). Each Class member is entitled to at least \$5,000 for the

1 unauthorized interception of their communications. The exact number of violations (e.g., number of  
2 discrete sessions wiretapped) may be determined in later proceedings, but statutory minimum damages  
3 are sought for each Class member.

4       e) **Statutory Penalties (Shine the Light):** An award of civil penalties under Civil Code  
5 §1798.83 of **\$3,000 per Class member** for Roblox's willful, intentional, or reckless violations of the  
6 Shine the Light law. Alternatively, at least \$500 per Class member if the Court were to find the  
7 violation non-willful (but Plaintiffs assert willfulness). These amounts may be aggregated or applied  
8 per year of violation as the Court deems just.

9       f) **Compensatory Damages:** An award of actual and compensatory damages in an  
10 amount to be proven at trial for the harm caused by Roblox's conduct. This includes damages for the  
11 unlawful intrusion upon seclusion, such as compensation for mental anguish, invasion of privacy, loss  
12 of peace of mind, and the economic value of the privacy rights taken. Also included are any out-of-  
13 pocket losses or expenses incurred by Class members related to these violations (if any).

14       g) **Punitive Damages:** An award of **punitive and exemplary damages** sufficient to  
15 punish Roblox and deter similar conduct, in light of Roblox's willful and conscious disregard of Class  
16 members' rights – particularly the rights of children. The request for punitive damages is especially  
17 pertinent to the Intrusion Upon Seclusion claim and any finding of malice, oppression, or fraud (e.g.,  
18 Roblox's clandestine tracking of kids for profit).

19       h) **Restitution and Disgorgement:** An order compelling Roblox to disgorge and restore  
20 all **ill-gotten gains** obtained from its unlawful and unfair practices to the Class. This includes  
21 restitution of profits earned from using Class members' data and the monetary benefits Roblox accrued  
22 by skirting privacy laws. The Court should impose a constructive trust on such amounts. Examples of  
23 amounts to be disgorged may include: revenue from targeted advertising that used Class member data,  
24 incremental profits from increased user engagement due to invasive analytics, and cost savings from  
25 not implementing proper privacy compliance. These sums will be determined according to proof, and  
26 the Court has broad equitable power to make Class members whole and to strip Roblox of unjust  
27 enrichment.

28

1           i) **Attorneys' Fees and Costs:** An award of reasonable attorneys' fees and costs of suit.  
2 Plaintiffs seek fees under any applicable provision: for example, CIPA (§637.2) allows recovering  
3 three times actual damages which can include fees; Shine the Light (§1798.83) explicitly allows  
4 attorneys' fees for prevailing customers; the Private Attorney General Statute (Code Civ. Proc.  
5 §1021.5) supports fees due to the enforcement of important rights affecting the public interest (here,  
6 privacy rights of minors and consumers at large); and any contractual or common fund basis as  
7 appropriate if a fund is created for the Class.

8           j) **Pre- and Post-Judgment Interest:** An award of interest on any monetary relief, at the  
9 maximum rate allowed by law, from the date of injury or such date as the Court deems appropriate  
10 until the date of full satisfaction of judgment.

11           k) **Other Relief:** Such other and further relief as the Court deems just and proper. Given  
12 the evolving nature of privacy harms, Plaintiffs also seek any declaratory or equitable relief needed to  
13 effectuate a complete outcome (for instance, maybe the appointment of an independent monitor or  
14 auditor to oversee Roblox's compliance for a period of time, paid by Roblox, if the Court finds that  
15 necessary).

16           **Jury Trial Demand:** Plaintiffs demand a trial by jury on all causes of action so triable.

17  
18 RESPECTFULLY SUBMITTED

19 Dated: April 16, 2025



20  
21 Robert B. Salgado, Esq.  
22 Attorney for Plaintiffs  
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